

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, DECEMBER 07, 2015
7:30 P.M.**

**Meeting to be held at City Hall
301 West Main Street**

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF NOVEMBER 16, 2015:

ADDRESSING THE CITY COUNCIL

1. Your comments shall be made during times set aside for that purpose.
2. Stand or raise a hand to indicate that you wish to speak.
3. When recognized, give your name and address and direct your comments and/or questions to any City official in attendance.
4. Each person wishing to address the City Council and/or attending officials shall be afforded one opportunity of up to four (4) minutes duration during the first occasion for citizen comments and questions. Each person shall also be afforded one opportunity of up to three (3) minutes duration during the last occasion provided for citizen comments and questions and one opportunity of up to three (3) minutes duration during each public hearing. Comments made during public hearings shall be relevant to the subject for which the public hearings are held.
5. In addition to the opportunities described above, a citizen may respond to questions posed to him or her by the Mayor or members of the Council, provided members have been granted the floor to pose such questions.

STUDENT REPRESENTATIVE REPORT

1. Owosso High School. A report of events at Owosso High School.

PROCLAMATIONS / SPECIAL PRESENTATIONS

1. Salvation Army Tribute. A tribute to the Salvation Army on the occasion of their 150th year of service.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT



Project Status Report

CONSENT AGENDA

1. Special Assessment District No. 2015-02 – Hazards and Nuisances. Authorize Resolution No. 1 setting a public hearing for Monday, December 21, 2015 to receive citizen comment regarding Special Assessment District No. 2015-02, Hazards and Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances.

2. First Reading and Set Public Hearing –Play Structures. Conduct first reading and set a public hearing for Monday, December 21, 2015 to receive citizen comment regarding the proposed amendment to Chapter 38, Zoning, Section 38-5, *Definitions*, and Section 38-379, *Accessory buildings*, to add language defining play structures and where they may be located.
3. First Reading and Set Public Hearing –Rezoning M71 Corridor. Conduct first reading and set a public hearing for Monday, December 21, 2015 to receive citizen comment regarding the proposed rezoning of various parcels along the M71 corridor to reduce spot zoning and bring the zoning in line with the Master Plan.
4. First Reading and Set Public Hearing –Rezoning 401 Howard Street. Conduct first reading and set a public hearing for Monday, December 21, 2015 to receive citizen comment regarding the request to rezone the property at 401 Howard Street from I-2, General Industrial District, to I-1, Light Industrial District.
5. First Reading and Set Public Hearing –Rezoning 514 Division Street. Conduct first reading and set a public hearing for Monday, December 21, 2015 to receive citizen comment regarding the request to rezone the property at 514 Division Street from I-2, General Industrial District, to I-1, Light Industrial District.
6. First Reading and Set Public Hearing –Rezoning 515 South Saginaw Street. Conduct first reading and set a public hearing for Monday, December 21, 2015 to receive citizen comment regarding the request to rezone the property at 515 South Saginaw Street from I-2, General Industrial District, to I-1, Light Industrial District.
7. 2016 Income Threshold Poverty Exemptions. Adopt the 2016 Income Threshold Poverty Exemptions, as required by Public Act No. 390 of 1994.
8. 2016 Schedule of Meetings. Adopt the 2016 Boards and Commissions Meeting Schedule.
9. Boards and Commissions Appointment. Approve the appointment of Burton Fox to the Shiawassee County Operating Millage Proposal Advisory Committee.
10. 5K Fun Run Permission. Approve request from The Stretch Studio for use of a single lane of various streets on December 12, 2015 from 11:30am – 1:00pm for a 5K Fun Run, waive the insurance requirement, and authorize Traffic Control Order No. 1340 formalizing the request.
11. Living Nativity Scene Permission. Approve request from First United Methodist Church for the use of Washington and Water Streets north of North Street for a Live Nativity Scene Saturday, December 12, 2015 from 5:30pm until 10:00pm, waiver of the insurance requirement, and authorization of Traffic Control Order No. 1341 formalizing the action.
12. Change Order No. 1 – 2015 Street Patches Program, Part II. Approve Change Order No. 1 to the 2015 Street Patches Program Contract, Part II with One-Way Asphalt Paving & Excavating, Inc. reducing the amount of the contract \$4,456.63 to \$39,578.62 as the result of the work completed by the first contractor.
13. Change Order No. 2 – 2015 Street Patches Program, Part II. Approve Change Order No. 2 to the 2015 Street Patches Program Contract, Part II with One-Way Asphalt Paving & Excavating, Inc. increasing the amount of the contract \$6,790.00 to \$46,368.62 for additional work along the sidewalk at Emerson School.
14. Change Order No. 2 - Westown Parking Lot Construction Project. Approve Change Order No. 2 to the Westown Parking Lot Construction contract with Sumbera Excavating, Inc. increasing the amount of the contract \$4,973.01 for the completion of an asphalt drive approach and a street patch for the location where a storm sewer was installed for the lot, and further approve payment up to the change order amount upon satisfactory completion of the work.

15. Bid Award – Automatic External Defibrillator. Approve bid award to Bound Tree Medical, LLC for one Philips HeartStart MRx Monitor Defibrillator in the amount of \$25,833.11 and further approve payment up to the contract amount upon satisfactory delivery of the equipment.
16. Purchase Authorization – Public Safety Vehicle Equipment Changeover. Waive competitive bidding requirements and authorize contract with Mid Michigan Emergency Equipment Sales and Service L.L.C. for the removal, supply, and installation of public safety equipment in the new police utility vehicle in the amount of \$6,782.12.
17. Warrant No. 513. Approve Warrant No. 513 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal Risk Management Authority	Final installment for 7/1/15-6/30/16	General	\$142,275.00
Rehmann Robson	First progress billing for FY 14/15 audit	General	\$ 15,000.00

18. Check Register – November 2015. Affirm check disbursements totaling \$634,646.73 for the month of November 2015.

ITEMS OF BUSINESS

1. Gould Street Resurfacing Cost Sharing Agreement. Consider approving a cost sharing agreement with the Michigan Department of Transportation for the resurfacing of Gould Street from Corunna Avenue to Main Street in the amount of \$88,000.00 and further approve payment up to the contract amount upon presentation of an approved invoice(s).
2. Street Program Discussion. (Materials for this item will be posted as soon as they become available.)
3. Water Main Repair/Replacement Discussion. (Materials for this item will be posted as soon as they become available.)

COMMUNICATIONS

1. City-Owned Property Inventory. Susan K. Montenegro, Community Development Director.
2. Downtown Development Authority/Main Street. Minutes of November 4, 2015.
3. Planning Commission. Minutes of November 23, 2015.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, December 21, 2015

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – Alternate (2), both terms expire June 30, 2018

ADJOURNMENT

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two (72) hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids or services should contact the City of Owosso by writing or calling the following: Amy K. Kirkland, City Clerk, 301 West Main Street, Owosso, MI 48867 or at (989) 725-0500. The City of Owosso Website address is www.ci.owosso.mi.us.

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF NOVEMBER 16, 2015
7:30 P.M.**

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

OPENING PRAYER: MAYOR BENJAMIN R. FREDERICK

PLEDGE OF ALLEGIANCE: MAYOR BENJAMIN R. FREDERICK

PRESENT: Mayor Benjamin R. Frederick, Mayor Pro-Tem Christopher T. Eveleth, Councilpersons Loreen F. Bailey, Burton D. Fox, Elaine M. Greenway, Michael J. O'Leary, and Robert J. Teich, Jr.

ABSENT: None.

APPROVE AGENDA

Motion by Mayor Pro-Tem Eveleth to approve the agenda with the following addition to Items of Business:

4. Fifth Monday Meeting.

Motion supported by Councilperson Greenway and concurred in by unanimous vote.

APPROVAL OF THE MINUTES OF REGULAR MEETING OF NOVEMBER 2, 2015

Motion by Councilperson Fox to approve the Minutes of the Regular Meeting of November 2, 2015 as presented.

Motion supported by Councilperson O'Leary and concurred in by unanimous vote.

STUDENT REPRESENTATIVE REPORT

None.

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

Rezoning Request - 117 South Shiawassee Street

A public hearing was conducted to receive citizen comment regarding request to rezone 117 South Shiawassee Street from RM-2, Multiple-Family Residential District, to B-1, Local Business District.

There were no citizen comments received prior to, or during the meeting.

Whereas, the Council, after due and legal notice, has met and there being no one to be heard, motion by Councilperson Fox that the following ordinance be adopted:

ORDINANCE NO. 771

**AN ORDINANCE AMENDING CHAPTER 38 ZONING
OF THE CODE OF ORDINANCES
TO REZONE THE PARCEL AT 117 S. SHIAWASSEE STREET
AND AMEND THE ZONING MAP**

WHEREAS, the city council of the city of Owosso received a petition from David Duryea, owner of real property identified as 117 S. Shiawassee Street, parcel number 050-700-001-013-00, and described as follows, to rezone the parcel from RM-2 Multiple-Family Residential to B-1 Local Business District:

LOT 14 OF THE PLAT OF WOODARD'S SUBDIVISION OF BLOCK NO. 1 OF A. L.
WILLIAMS ADDITION TO THE VILLAGE (NOW CITY) OF OWOSSO, SHIAWASSEE
COUNTY; and

WHEREAS, the planning commission subsequently published the request and mailed notices of the request to surrounding property owners, held a public hearing on the request, and deliberated on the request; and

WHEREAS, the city staff and planning commission recommend, without reservations or conditions, the rezoning of 117 S. Shiawassee Street as petitioned; and

WHEREAS, the City Council held a public hearing November 16, 2015 and having heard all interested persons and deliberated on the request; and

WHEREAS, the City Council find that the zoning petition meets the intent and criteria for a zoning map amendment, specifically as it relates to the requirements of Section 38-555 of the Code of Ordinances of the City of Owosso.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF OWOSSO ORDAINS:

SECTION 1. OFFICIAL ZONING MAP AMENDMENT. That Chapter 38, *Zoning*, Sec. 38-27, *Zoning Districts and Map*, reflect the following change, to be noted on the official map and filed with the city clerk:

Parcel Address	Parcel Number	Current Zoning	Amended Zoning
117 S. Shiawassee St	050-700-001-013-00	RM-2 Multiple Family Residential	B-1 Local Business District

SECTION 2. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 3. EFFECTIVE DATE. This amendment shall become effective December 7, 2015.

Motion supported by Councilperson Bailey.

Roll Call Vote.

AYES: Councilpersons Bailey, Fox, Mayor Pro-Tem Eveleth, Councilpersons O'Leary, Teich, Greenway, and Mayor Frederick.

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

John Horvath, County Commissioner District 2, was on-hand to invite all interested parties to participate in the Committee of the Whole meeting scheduled for Wednesday at 4:00 p.m. saying important subjects,

such as the status of the emergency coordinator position and probable millage proposal, will be discussed and public input is important.

Mayor Frederick applauded the elementary schools for their efforts in honoring local veterans on Veteran's Day.

CITY MANAGER REPORT

City Manager Donald D. Crawford gave a brief status report on the rental inspection program saying 290 properties had been inspected so far this year. He went on to note that approximately 50% of units pass upon first inspection, 25% pass after one follow-up, and approximately 25% of units have on-going, chronic issues.

CONSENT AGENDA

Motion by Mayor Pro-Tem Eveleth to approve the Consent Agenda as follows:

Glow Owosso Permission. Approve request from Owosso Main Street for use of various downtown streets and a parking lot at various times on November 27, 2015 for Owosso Glow events, waive the insurance requirement, and approve Traffic Control Order No. 1339 formalizing the request.

Bid Award – Stop Signs and Posts. Approve bid award to Osburn Associates Inc. for the bulk purchase of stop signs and posts in the amount of \$6,935.00 to comply with the Federal Retro Reflectivity Standard, and authorize payment up to the purchase order amount upon satisfactory delivery as follows:

RESOLUTION NO. 103-2015

AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR THE PURCHASE OF STOP SIGNS, ALL WAY SIGNS, AND U POSTS

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined it necessary to purchase stop signs, all way signs and U posts to comply with the Federal Retro Reflectivity Standard 23 CFR PART 655; and

WHEREAS, City staff received 11 bids for the noted signs and posts and the lowest bid was from Osburn Associates, Inc. in the amount of \$6,935.00.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase 250 stop signs for \$5,345.00, 50 "All Way" signs for \$142.00 and 100 2# U posts for \$1,448.00 from Osburn Associates, Inc..
- SECOND: The contract between the City and Osburn Associates, Inc. shall be in the form of a city purchase order for the amount of \$6,935.00.
- THIRD: The accounts payable department is authorized to pay Osburn Associates, Inc. up to the purchase order amount upon satisfactory delivery of said product.
- FOURTH: The above expenses shall be initially paid from the inventory account, 101-000-160000, until installed, at which time they will be expensed to the major and local street funds (202-474-728000 & 203-474-728000).

Purchase Authorization – DPW Fleet Pickup Trucks. Waive competitive bidding requirements, authorize purchase of five Ford pickup trucks for the DPW fleet from Signature Ford Lincoln Mercury in

the amount of \$136,545.00 utilizing State Contract No. 071B1300009, and further authorize payment to the vendor upon satisfactory delivery of the vehicles as follows:

RESOLUTION NO. 104-2015

**RESOLUTION AUTHORIZING PURCHASE OF FLEET VEHICLES (PICKUPS)
FROM OWOSSO MOTORS, INC. D/B/A SIGNATURE FORD LINCOLN MERCURY
UTILIZING CONTRACT # 071B1300009**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Public Works Department requiring the use of pickups; and

WHEREAS, these vehicles must be periodically replaced to ensure a mechanically sound and reliable fleet is available at all times; and

WHEREAS, the City of Owosso desires to purchase five new pickups at this time and staff has determined it is in the best interest of the City to utilize State of Michigan Contract No. 071B1300009, held by Owosso Motors, Inc. d/b/a Signature Ford Lincoln Mercury, for said purchase; and

WHEREAS, city ordinance section 2-345(3) provides for an exception to competitive bidding when the best interest of the city would be served by jointly purchasing with another governmental unit.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase the following vehicles from Signature Ford Lincoln Mercury using State of Michigan Contract No. 071B1300009*:

2	4X2 Pickups	DPW	\$23,960.00 ea
2	4X4 Pickups	DPW	\$27,129.00 ea
1	4X2 Utility Truck	DPW	\$34,367.00 ea

SECOND: The Deputy Director of Public Services is hereby instructed and authorized to sign any necessary documents to complete said purchase.

THIRD: Payment is authorized to Signature Ford Lincoln Mercury in an amount not to exceed \$136,545.00 upon delivery and acceptance of the vehicles. Payment shall be made for vehicles as they become available and satisfactorily delivered.

FOURTH: Said purchase shall be paid for using funds from the following account in the noted amount:

DPW	Acct. # 661-901-979000	\$136,545.00
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Purchase Authorization – Sewer Push Camera. Waive competitive bidding requirements, authorize purchase of one 200ft VeriSight Pro-Push Camera from Bell Equipment Company in the amount of \$8,500.00, utilizing Grand Rapids Contract No. 840-70-22, and further authorize payment in full to the vendor upon satisfactory delivery of the equipment with 50% of said price to be reimbursed via a MMRMA RAP Grant as follows:

RESOLUTION NO. 105-2015

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR THE
PURCHASE OF STOP SIGNS, ALL WAY SIGNS, AND U POSTS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined it necessary to purchase stop signs, all way signs and U posts to comply with the Federal Retro Reflectivity Standard 23 CFR PART 655; and

WHEREAS, City staff received 11 bids for the noted signs and posts and the lowest bid was from Osburn Associates, Inc. in the amount of \$6,935.00.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase 250 stop signs for \$5,345.00, 50 "All Way" signs for \$142.00 and 100 2# U posts for \$1,448.00 from Osburn Associates, Inc..

SECOND: The contract between the City and Osburn Associates, Inc. shall be in the form of a city purchase order for the amount of \$6,935.00.

THIRD: The accounts payable department is authorized to pay Osburn Associates, Inc. up to the purchase order amount upon satisfactory delivery of said product.

FOURTH: The above expenses shall be initially paid from the inventory account, 101-000-160000, until installed, at which time they will be expensed to the major and local street funds (202-474-728000 & 203-474-728000).

Warrant No. 512. Approve Warrant No. 512 as follows:

Vendor	Description	Fund	Amount
William C. Brown, P.C.	Professional service- October 12, 2015-November 6, 2015	General	\$11,474.28
Logicalis, Inc.	Network engineering- October 2015	Various	\$ 7,056.00
State of Michigan	Community public water supply annual fee	Water	\$ 5,237.59

Check Register – October 2015.* Affirm check disbursements totaling \$1,013,179.43 for the month of October 2015.

Motion supported by Choose an item..

Roll Call Vote.

AYES:

NAYS:

ITEMS OF BUSINESS

Easement Acceptance – 1445 West North Street

City Attorney William C. Brown noted the language of the easement document must indicate it is a permanent easement.

Motion by Mayor Pro-Tem Eveleth to authorize acceptance of a permanent easement along the property at 1445 West North Street from Frederick J. & Kimberly M. Toman in the amount of \$1.00 and other considerations as follows:

RESOLUTION NO. 106-2015

**AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
FREDERICK J. TOMAN AND KIMBERLY M. TOMAN FOR
A PERMANENT EASEMENT ALONG 1445 WEST NORTH STREET**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to reconstruct the culvert crossing under North Street over Corlett Creek; and

WHEREAS, there is an existing water main near the culvert and the Public Service Department recommends relocating the water main away from and around the proposed culvert structure and onto adjacent privately owned property; and

WHEREAS, relocation of the water main would require an easement from the property owners; and

WHEREAS, property owners Frederick M. Toman and Kimberly M. Toman, 1445 W. North Street, Owosso, Michigan, are willing to grant said easement to the City for the sum of one dollar (\$1.00) and other considerations.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to agree to the terms set forth in the attached permanent easement documents* between the city of Owosso, Michigan and Frederick M. Toman and Kimberly M. Toman, 1445 W. North Street, Owosso, Michigan.

SECOND: The City Clerk is instructed and authorized to file said easement documents with the Shiawassee County Register of Deeds.

THIRD: The accounts payable department is authorized to pay Frederick M. Toman and Kimberly M. Toman for necessary expenses as set forth in the permanent easement documents.

FOURTH: The above expenses shall be paid from the City Water Fund Account 591-552-833200.

Motion supported by Councilperson Teich.

Roll Call Vote.

AYES: Councilpersons Greenway, O'Leary, Teich, Mayor Pro-Tem Eveleth, Councilpersons Fox, Bailey, and Mayor Frederick.

NAYS: None.

Contract Termination – 2015 Sidewalk Replacement Program

City Manager Crawford noted that the contractor worked today but there was no way for them to finish the project with cold weather looming and he advised the Council to terminate the contract in light of the fact they have missed contract deadlines and have not communicated with staff. The City is currently in contact with another contractor that may be willing to finish the work that was started and complete the project in the spring. He went on to say that no payment will be issued to the contractor until final costs for the entire project are determined.

Mayor Frederick noted that the contractor in question had worked for the City previously without issue and the trouble this year was unanticipated.

Motion by Mayor Pro-Tem Eveleth to approve the following resolution terminating the 2015 Sidewalk Replacement Program contract with Black Jack Asphalt.

RESOLUTION NO. 107-2015

**AUTHORIZING THE TERMINATION OF THE CONTRACT
FOR THE 2015 SIDEWALK REPLACEMENT PROGRAM
WITH BIBI, INC. AKA BLACK JACK ASPHALT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that the sidewalks on many of the streets in the city need to be permanently repaired and replaced; and

WHEREAS, the city of Owosso sought bids to permanently repair said cracked and raised sidewalks; a bid was received from Bibi, Inc. aka Black Jack Asphalt and it was determined that Bibi, Inc. aka Black Jack Asphalt was qualified to provide such services and that it had submitted the lowest responsible and responsive bid; and

WHEREAS, the city of Owosso awarded a bid and entered into a contract with Bibi, Inc. aka Black Jack Asphalt for the 2015 Sidewalk Replacement Program; and

WHEREAS, Bibi, Inc. aka Black Jack Asphalt has completed very little of the work specified in the contract, has left open holes without pouring cement, doesn't return for long periods of time, and has been unable to fulfill the contract.

NOW THEREFORE BE IT RESOLVED by the City Council of the city of Owosso, Shiawassee County, Michigan that:

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to terminate the contract with Bibi, Inc. aka Black Jack Asphalt for sidewalk replacement as part of the 2015 Sidewalk Replacement Program.*

SECOND: The city manager along with other appropriate city officials is hereby authorized to take the required actions to terminate the above named contract in the amount of \$61,125.00.

Motion supported by Councilperson Greenway.

Roll Call Vote.

AYES: Mayor Pro-Tem Eveleth, Councilpersons O'Leary, Bailey, Greenway, Teich, Fox, and Mayor Frederick.

NAYS: None.

Purchase Agreement Extension – 1509 West Oliver Street

City Manager Crawford explained that Cargill has requested an extension of the due diligence period so they may properly vet a contractor. He went on to say that he felt there was little risk in extending the agreement as Cargill has invested significant funds in preparing plans for the site.

Motion by Mayor Pro-Tem Eveleth to authorize extending the terms of the purchase agreement with Cargill, Inc. for the property at 1509 West Oliver Street until March 15, 2016 as follows:

RESOLUTION NO. 108-2015

**FIRST AMENDMENT TO SALE AND PURCHASE OF PROPERTY AGREEMENT
WITH CARGILL, INCORPORATED**

WHEREAS, the city entered into a purchase agreement with Cargill, Incorporated on June 15, 2015 to sell a vacant industrial-zoned 19.118 acre parcel commonly known as 1509 West Oliver Street and described as follows:

PART OF S W 1/4 & PART OF SE FR 1/4 SEC 14 T7N R2E BEG AT CEN POST, TH S 1°32' 1/2' W 33', TH E 418.73', TH S 42°07' E 1066.59', TH N 48°30' E 34.45', TH S 43°23' E 177.7' TH S 46°45' E 180', TH S47°52'47"W 52.92', TH S47°07'00"E 146.16', TH ON A CURVE TO THE LEFT HAVING A RADIUS OF 245', A DELTA ANGLE OF 38°22'13" AND A CHORD BEARING AND DISTANCE OF S61°18'07"E 161.02', TH ON A CURVE TO THE LEFT HAVING A RADIUS OF 245', A DELTA ANGLE OF 09°29'47" AND A CHORD BEARING DISTANCE OF S85°14'07"E 40.56', TH S89°59'00"E 154.05', TH ON A CURVE TO THE RIGHT HAVING A RADIUS OF 305.00, A DELTA ANGLE OF 36°33'20" AND A CHORD BEARING AND DISTANCE OF S71°42'20"E 191.31' TO THE EAST AND WEST 1/8 LINE IN THE SE 1/4 OF SAID SEC 14, TH N 89°59' W ALG 1/8 LN 1026.59' TO NE LN OF AARR R/W, TH N40°33' 1/2 W ALONG SAID R/W LN TO N-S 1/4 LN, TH N TO BEG. (EX EASMT FOR POWER LNS CON POWER CO.

and

SEC 14, T7N, R2E ALL THAT PART OF THE SW ¼ OF SEC 14 LYING NE'LY OF AARR R/WY;
and

WHEREAS, the original purchase agreement stipulated a 180-day period for Cargill, Incorporated to conduct its due diligence; and

WHEREAS, Cargill, Incorporated has realized the need to extend the due diligence period to March 15, 2016.

NOW THEREFORE BE IT RESOLVED by the city council of the city of Owosso, Michigan that:

1. The due diligence period in Article VI, Section 6.1 of the Purchase Agreement is amended to extend the Due Diligence Period to March 15, 2016.*
2. The Mayor and City Clerk are instructed and authorized to execute appropriate documents to execute the sale.

Motion supported by Councilperson Bailey.

Roll Call Vote.

AYES: Councilpersons O'Leary, Greenway, Teich, Mayor Pro-Tem Eveleth, Councilpersons Bailey, Fox, and Mayor Frederick.

NAYS: None.

5th Monday Meeting (This item was added to the agenda.)

Motion by Mayor Pro-Tem Eveleth to cancel the work session scheduled for November 30, 2015.

Motion supported by Councilperson Bailey.

Councilperson Fox indicated he wanted to hold the 5th Monday meeting and discuss the street program and water main replacement. Mayor Frederick asked that the items be included on the December 7th agenda as some members would be unable to attend on November 30th due to the proximity to the holiday.

Roll Call Vote.

AYES: Councilpersons O'Leary, Bailey, Greenway, Fox, Teich, Mayor Pro-Tem Eveleth, and Mayor Frederick.

NAYS: None.

COMMUNICATIONS

Charles P. Rau, Building Official. October 2015 Building Department Report.
Charles P. Rau, Building Official. October 2015 Code Violations Report.
Kevin D. Lenkart, Public Safety Director. October 2015 Police Report.
Kevin D. Lenkart, Public Safety Director. October 2015 Fire Report.

CITIZEN COMMENTS AND QUESTIONS

John Horvath, County Commissioner District 2, indicated that those wishing to formally participate on a County committee would need to express their interest to him as soon as possible.

Councilperson Bailey inquired about rental units that fail inspection and whether they are still "rentable". City Manager Crawford noted that units that fail inspection should not be rented though preventing this from happening is difficult. He went on to say that when conditions warrant the City will move people and red tag a building.

NEXT MEETING

Monday, December 07, 2015, Regular Meeting

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – Alternate (2), both terms expire June 30, 2018

ADJOURNMENT

Motion by Mayor Pro-Tem Eveleth for adjournment at 7:55 p.m.

Motion supported by Councilperson Bailey and concurred in by unanimous vote.

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

*Full text of all marked documents is available for examination at the Clerk's Office.



MEMORANDUM

301 W MAIN • OWOSSO, MICHIGAN 48867-2958 • WWW.CI.OWOSSO.MI.US

DATE: December 3, 2015

TO: Mayor Frederick and the Owosso City Council

FROM: Ronald J. Tobey, City Treasurer

SUBJECT: Hazards and Nuisances Special Assessment Roll

Over the course of the year, the City takes action to alleviate nuisances and hazards to the public that exist on private property. The charges for these actions are invoiced to the owner of record for the property. Once a year, per section 28-10.5 of the Code, any charges left unpaid shall be established as liens to the affected property. Once the lien is established I would be authorized to add the amount to the delinquent tax roll that will be prepared for the county on March 1, 2015. Even though these invoices will be established as liens, property owners are again notified of the outstanding charges and may make payment to the City of Owosso through February of 2015 without the charge being added to the delinquent tax roll.

The associated document to this memo details the outstanding nuisance and hazard invoices since this process last took place in January of 2015 (having been postponed from the 2nd December meeting in 2014). It lists the invoice numbers, the date of the invoice, the parcel number and address, the type of nuisance or hazard and the amount of the invoice.

The process for establishing a lien is handled via special assessment. Initially, the list of outstanding invoices is presented to Council with a request to set a public hearing. Upon this action letters are sent to the affected property owners informing them of the City's intent to lien their property. They then have the opportunity to protest the proposed action at the public hearing. At the conclusion of the public hearing the Council can accept the roll as presented, make amendments to the roll, or hold off on action all together (though this is not recommended).

Please note that some of the invoices listed are less than 30 days old. Because the Code stipulates this process be taken up once per year unless there are extraordinary circumstances we have included these invoices on the list on the chance that if they are not paid we will not be forced to wait until December of 2016 to seek remedy. As stated above, if any of these invoices are paid before March 1, 2016 the invoice will be closed and no lien will be filed with the county.

Also, attached you will find a list of parcels which were invoiced during the year and were sold at the August or September tax sale. The State's tax sale process removes any outstanding balances owed on a property and as such the amounts invoiced to each parcel will be written off. No action is required on this secondary list, it is simply provided as a point of information.

Tonight, I recommend that you take action to start this process in motion by setting a public hearing for December 21, 2015, to receive citizen comment regarding this roll. An updated list of unpaid nuisance and hazard invoices will be provided to you for that meeting.

To: Owosso City Council
 From: Ronald J. Tobey, City Treasurer
 Date: November 24, 2015



The following special assessment roll consists of unpaid nuisances and hazards.

<u>INVOICE #</u>	<u>DATE</u>	<u>PARCEL NUMBER</u>	<u>ADDRESS</u>	<u>TYPE OF NUISANCE</u>	<u>BALANCE</u>
3846	2/11/2015	050-710-001-012-00	915 CORUNNA	CLEAR ICE/SNOW	293.12
3847	2/11/2015	050-660-001-005-00	623 N SHIAWASSEE	CLEAR ICE/SNOW	194.49
3848	2/11/2015	050-090-001-003-00	1408 W MAIN	CLEAR ICE/SNOW	201.59
3849	2/11/2015	050-090-001-004-00	1416 W MAIN	CLEAR ICE/SNOW	201.59
3850	2/11/2015	050-010-016-020-00	616 GLENWOOD	CLEAR ICE/SNOW	201.59
3853	2/16/2015	050-470-032-007-00	618 N WASHINGTON	CLEAR ICE/SNOW	194.49
3854	2/16/2015	050-470-032-008-00	622 N WASHINGTON	CLEAR ICE/SNOW	194.49
3856	2/16/2015	050-602-007-005-00	1803 W STEWART	CLEAR ICE/SNOW	194.49
3858	2/16/2015	050-060-012-003-00	220 W KING	CLEAR ICE/SNOW	201.59
3859	2/16/2015	050-100-001-015-00	221 S CHIPMAN	CLEAR ICE/SNOW	194.49
3862	2/20/2015	050-180-004-018-00	322 S DEWEY	CLEAR ICE/SNOW	278.93
3871	2/20/2015	050-490-000-018-00	1636 W MAIN	CLEAR ICE/SNOW	201.59
3920	5/21/2015	050-602-007-005-00	1803 W STEWART	MOW TALL GRASS/WEEDS	346.31
3923	5/27/2015	050-470-009-002-00	316 E WILLIAMS	MOW TALL GRASS/WEEDS	264.18
3925	5/28/2015	050-601-000-037-00	221 W STEWART	MOW TALL GRASS/WEEDS	182.13
3926	5/28/2015	050-601-000-038-00	217 W STEWART	MOW TALL GRASS/WEEDS	182.11
3929	5/28/2015	050-536-000-034-00	1230 N SHIAWASSEE	MOW TALL GRASS/WEEDS	256.77
3955	6/10/2015	050-710-001-012-00	915 CORUNNA	MOW TALL GRASS/WEEDS	204.50
3956	6/10/2015	050-390-004-012-00	1260 ADAMS	MOW TALL GRASS/WEEDS	456.14
3963	6/25/2015	050-270-000-147-00	508 HAMPTON	MOW TALL GRASS/WEEDS	264.18
3965	6/25/2015	050-652-007-001-00	806 S SAGINAW	MOW TALL GRASS/WEEDS	264.18
3967	6/25/2015	050-010-016-020-00	616 GLENWOOD	MOW TALL GRASS/WEEDS	168.30
3968	6/25/2015	050-652-007-009-00	813 S PARK	MOW TALL GRASS/WEEDS	168.30
3971	6/25/2015	050-602-007-005-00	1803 W STEWART	MOW TALL GRASS/WEEDS	433.03
3974	6/30/2015	050-537-000-040-00	1232 W MAIN	MOW TALL GRASS/WEEDS	343.22
3976	6/30/2015	050-420-001-013-00	628 CORUNNA	MOW TALL GRASS/WEEDS	345.55
3986	7/2/2015	050-601-000-038-00	217 W STEWART	MOW TALL GRASS/WEEDS	182.12
3987	7/2/2015	050-601-000-037-00	221 W STEWART	MOW TALL GRASS/WEEDS	264.18
3990	7/13/2015	050-536-000-034-00	1230 N SHIAWASSEE	MOW TALL GRASS/WEEDS	390.05
3991	7/13/2015	050-390-004-012-00	1260 ADAMS	MOW TALL GRASS/WEEDS	271.13
3992	7/13/2015	050-320-011-003-00	119 ELIZABETH	MOW TALL GRASS/WEEDS	185.59
3996	7/22/2015	050-710-001-012-00	915 CORUNNA	MOW TALL GRASS/WEEDS	299.52
3997	7/22/2015	050-420-011-015-00	755 BROADWAY	MOW TALL GRASS/WEEDS	264.18
3999	7/22/2015	050-680-005-004-00	413 CORUNNA	MOW TALL GRASS/WEEDS	185.59
4006	8/4/2015	050-160-000-008-00	301 STRATFORD	MOW TALL GRASS/WEEDS	263.43
4018	8/14/2015	050-601-000-038-00	217 W STEWART	MOW TALL GRASS/WEEDS	183.28
4019	8/14/2015	050-601-000-037-00	221 W STEWART	MOW TALL GRASS/WEEDS	183.28
4021	8/14/2015	050-390-004-012-00	1260 ADAMS	MOW TALL GRASS/WEEDS	183.28
4022	8/18/2015	050-240-002-015-00	631 N HICKORY	MOW TALL GRASS/WEEDS	346.31
4023	8/19/2015	050-090-002-017-00	218 CARMODY	MOW TALL GRASS/WEEDS	168.75
4036	9/9/2015	050-390-004-012-00	1260 ADAMS	MOW TALL GRASS/WEEDS	151.34
4045	9/21/2015	050-060-011-010-00	721 N WATER	MOW TALL GRASS/WEEDS	265.62
4046	9/21/2015	050-320-011-003-00	119 ELIZABETH	MOW TALL GRASS/WEEDS	182.12
4047	9/21/2015	050-710-001-012-00	915 CORUNNA	MOW TALL GRASS/WEEDS	204.50
4048	9/21/2015	050-537-000-040-00	1232 W MAIN	MOW TALL GRASS/WEEDS	204.50
4050	9/21/2015	050-536-000-034-00	1230 N SHIAWASSEE	MOW TALL GRASS/WEEDS	204.50
4063	10/6/2015	050-601-000-038-00	217 W STEWART	MOW TALL GRASS/WEEDS	264.18
4066	10/6/2015	050-420-001-013-00	628 CORUNNA	MOW TALL GRASS/WEEDS	261.39
4067	10/7/2015	050-390-004-012-00	1260 ADAMS	MOW TALL GRASS/WEEDS	183.28
4069	10/7/2015	050-010-017-024-00	621 WOODLAWN	MOW TALL GRASS/WEEDS	172.87
3894	4/16/2015	050-050-000-043-00	214 S CEDAR	PROPERTY CLEAN UP	207.72
4000	7/22/2015	050-010-032-006-00	714 ABREY	PROPERTY CLEAN UP/MOWIN	527.22
4005	8/3/2015	050-430-000-005-00	419 HAMBLIN	PROPERTY CLEAN UP/SECUR	572.07
4016	8/10/2015	050-680-005-004-00	413 CORUNNA	PROPERTY CLEAN UP	788.65
4025	8/24/2015	050-250-000-050-00	514 PINE	PROPERTY CLEAN UP/MOWIN	460.22
4027	8/31/2015	050-420-003-009-00	626 LINGLE	PROPERTY CLEAN UP	301.92
4037	9/9/2015	050-623-000-005-00	1210 MACK	PROPERTY CLEAN UP	234.31
4038	9/9/2015	050-115-002-003-00	1119 S SHIAWASSEE	PROPERTY CLEAN UP	183.68
4042	9/15/2015	050-060-011-010-00	721 N WATER	PROPERTY CLEAN UP	289.30
4061	10/6/2015	050-660-023-002-00	206 S HOWELL	PROPERTY CLEAN UP	697.15
4062	10/6/2015	050-010-017-024-00	621 WOODLAWN	PROPERTY CLEAN UP	198.99
4064	10/6/2015	050-180-000-004-00	120 S OAK	PROPERTY CLEAN UP/MOWIN	866.51
4065	10/6/2015	050-570-000-026-00	1700 W STEWART	TRIMMING OF SHRUBS	776.76
4070	10/7/2015	050-040-000-026-00	1307 STATE	DEAD TREE REMOVAL	760.43
4074	10/12/2015	050-010-032-006-00	714 ABREY	PROPERTY CLEAN UP/MOWIN	461.84

19,223.11

The foregoing special assessment roll for nuisances and hazards for the year 2015 is acknowledged by the Assessing Officer

The foregoing special assessment roll for nuisances and hazards for the year 2015 is acknowledged by the City Clerk

To: Owosso City Council
 From: Ronald J. Tobey, City Treasurer
 Date: November 24, 2015



The following invoices consist of unpaid nuisances and hazards that are unable to be leined and must be written off due to State of Michigan tax sale processes in August or September 2015.

<u>INVOICE #</u>	<u>DATE</u>	<u>PARCEL NUMBER</u>	<u>ADDRESS</u>	<u>TYPE OF NUISANCE</u>	<u>BALANCE</u>
3912	6/4/2015	050-180-005-004-00	424 GROVER	PROPERTY CLEAN UP	729.94
3947	6/10/2015	050-651-007-002-00	222 CASS	MOW TALL GRASS/WEEDS	184.43
3950	6/10/2015	050-180-005-002-00	424 GROVER	PROPERTY CLEAN UP	157.92
3957	6/11/2015	050-180-005-004-00	424 GROVER	MOW TALL GRASS/WEEDS	253.64
3964	6/25/2015	050-601-000-064-00	319 W RIDGE	MOW TALL GRASS/WEEDS	266.52
3969	6/25/2015	050-660-011-001-00	219 N CEDAR	MOW TALL GRASS/WEEDS	173.98
3998	7/22/2015	050-180-005-004-00	424 GROVER	MOW TALL GRASS/WEEDS	182.12
4002	7/28/2015	050-430-000-008-00	500 E HOWARD	MOW TALL GRASS/WEEDS	161.78
4003	7/28/2015	050-430-000-002-00	425 HAMBLIN	MOW TALL GRASS/WEEDS	340.15
4007	8/4/2015	050-651-007-002-00	222 CASS	MOW TALL GRASS/WEEDS	181.42
4008	8/4/2015	050-660-011-001-00	219 N CEDAR	MOW TALL GRASS/WEEDS	263.43
4020	8/14/2015	050-601-000-064-00	319 W RIDGE	MOW TALL GRASS/WEEDS	183.28
4049	9/21/2015	050-660-011-001-00	219 N CEDAR	MOW TALL GRASS/WEEDS	182.12
4051	9/21/2015	050-180-005-004-00	424 GROVER	MOW TALL GRASS/WEEDS	264.18
					<u>3,524.91</u>



MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: December 3, 2015
TO: City Council
FROM: Susan Montenegro, Asst. City Manager/Dir. of Community Development
SUBJECT: Zoning Ordinance Amendment – Play Structures

RECOMMENDATION:

The planning commission recommends city council amend the zoning language of Section 38-5, *Definitions*, and Section 38-379, *Accessory buildings*, as proposed.

BACKGROUND:

Planning commission has diligently worked to amend the language within Chapter 38, Zoning, of the Code of Ordinances to include the definition for play structures as well as language governing where they can be placed. They voted at their regularly scheduled meeting on November 23, 2015 to amend the zoning language in Section 38-5, *Definitions*, and Section 38-379, *Accessory buildings*, to effectively require play structures to be located in a rear yard.

FISCAL IMPACTS:

None

Document originated by: Susan Montenegro

RESOLUTION NO.

**SETTING A PUBLIC HEARING TO CONSIDER AMENDING
CHAPTER 3, ZONING, OF THE CODE OF ORDINANCES
TO DEFINE AND REGULATE PLAY STRUCTURES**

WHEREAS, questions have arisen regarding how play structures are defined and where they can be located on private property, and the Code of Ordinances is mute on the topic of play structures; and

WHEREAS, the Planning Commission has worked diligently to examine the issues resulting from the lack of regulation and has determined the Zoning Ordinance should be amended to address play structures; and

WHEREAS, the Planning Commission deliberated at its regularly scheduled meeting on November 23, 2015, to define play structures and regulate where they can be located.

WHEREAS, the recommendation must now be considered by the City Council and a public hearing by the Council is required before any such ordinance amendment can be acted upon.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF OWOSSO ORDAINS that Chapter 38, Zoning, Sections 38-5 and 38-379 of the Code of Ordinances of the City of Owosso, Michigan be amended as follows:

SECTION 1. ADDITION. That existing Section 38-5, *Definitions*, of Article I, In General, shall be amended to add a definition for "Play structure" as follows:

Sec. 38-5. - Definitions.

Play structure. A play structure is defined as a jungle gym, swing set, slide, platform or other similar unenclosed structure or device intended for the use of children's play.

SECTION 2. ADDITION. That existing Section 38-379, *Accessory buildings*, of Article XVII, General provisions, shall be amended to add the permitted location(s) for play structures as follows:

Sec. 38-379. - Accessory buildings.

Accessory buildings, except as otherwise permitted in this chapter, shall be subject to the following regulations:

- (1) Where the accessory building is structurally attached to a main building, it shall be subject to, and must conform to, all regulations of this chapter applicable to main building.
- (2) Accessory buildings shall not be located in any required yard, except a rear yard.
- (3) Accessory play structures shall not be located in any required yard, except a rear yard.**
- (4) An accessory building shall not occupy more than twenty-five (25) percent of a required rear yard, plus forty (40) percent of any nonrequired rear yard, provided that in no instance shall the accessory building(s) exceed the ground floor area of the main building.
- (5) No detached accessory building shall be located closer than ten (10) feet to any main building nor shall it be located closer than three (3) feet to any side or rear lot line.

In those instances where the rear lot line is coterminous with an alley right-of-way the accessory building shall not be closer than one (1) foot to such rear lot line. In no instance shall an accessory building be located within a dedicated easement right-of-way.

- (6) No detached accessory building in R-1, R-2, RT-1, RM-1, RM-2, OS-1, B-1 and P-1 districts shall exceed one (1) story or fourteen (14) feet in height.

Accessory buildings in all other districts may be constructed to equal the permitted maximum height of structures in said districts, subject to board of appeals review and approval if the building exceeds one (1) story or fourteen (14) feet in height.

- (7) When an accessory building is located on a corner lot, the side lot line of which is substantially a continuation of the front lot line of the lot to its rear, the building shall not project beyond the front yard setback required on the lot in rear of such corner lot. In no instance shall an accessory building be located nearer than nineteen (19) feet to a street right-of-way line.
- (8) On residential lots of less than seventeen thousand five hundred (17,500) square feet, only two (2) accessory buildings shall be permitted. On residential lots seventeen thousand five hundred (17,500) square feet or greater, only three (3) accessory buildings shall be permitted. These limits shall not apply to wind energy systems, satellite dishes, or dog pens.
- (9) All recreational vehicles, boats, snowmobiles, jet skis and comparable devices along with the trailers for these items stored on individual lots shall respect the requirements of this section applicable to accessory buildings, except that side yard storage is permitted against the wall of a principal structure when these items are beneath a legal conforming carport structure or are setback at least three (3) feet from the property line and eleven (11) feet from a principal building of an adjoining parcel. Storage in a driveway is permitted when the stored item can be placed entirely behind the front wall of the principal structure.
- (10) Regulations for dish-type satellite receiving antennae and similar structures (hereinafter referred to as satellite dishes):
- a. Ground mounted:
 1. In residential districts a satellite dish must be located in the rear yard. If a usable satellite signal cannot be obtained in a rear yard then a side yard location may be selected if all other provisions of this section are able to be enforced.
 2. In all commercial and industrial districts, a satellite dish may be located on a rear or side lot if all other conditions of the ordinance can be followed, and if the side yard of the commercial or industrial lot is not adjacent to a residential district or detached single family use.
 3. No satellite dish including its concrete base, slab, a similar substructure or projected portion shall be constructed less than eight (8) feet from any property line or easement of the rear or side yard, or be within twenty-five (25) feet from a right-of-way line of a public street.
 4. In residential districts no satellite dish shall be constructed without appropriate evergreen landscaping to reasonably conceal said satellite dish from view. The planting shall be completed prior to final approval by the building inspector. Vegetative screening shall not be required where reception of a usable satellite signal would be adversely affected.
 5. In residential districts a satellite dish shall not exceed a grade height of fourteen (14) feet. In all other districts the grade height limit is twenty (20) feet.
 6. All structural support shall be of corrosion resistant metal.
 7. A satellite dish shall be designed to withstand a wind force of seventy-five (75) miles per hour without the use of supporting guy wires.
 8. The color of the satellite dish cannot be contrasting with its surroundings or setting. A contrasting color is one that does not blend with the background as defined by the normal senses.

9. In residential districts a satellite dish cannot be used as a sign.
 10. The number of satellite dishes over four (4) feet in diameter is limited to one (1) on residential lots under one (1) acre in size.
 11. No satellite dish (ground or roof mounted) shall be linked physically or electronically to a receiver which is not located on the same lot, premises, or parcel of land as is the satellite dish.
 12. Wiring beneath a satellite dish and receiver shall be installed according to the specifications of the National Electrical Code.
 13. A satellite dish must be bonded to a grounding rod.
 14. Any driving motor exceeding fifty (50) volt power design shall require an electrical permit.
- b. Roof-mounted:
1. In the event that a usable satellite signal cannot be obtained by locating the antennae in the rear or side yard, such antennae may be placed on the roof of a primary or accessory structure.
 2. Satellite dishes shall be mounted directly upon the roof of a primary or accessory structure or on a ground anchored pole projecting through an eave of the structure. Satellite dishes shall not be mounted upon appurtenances such as chimneys, trees, or spires.
 3. For residential uses, a satellite dish shall not exceed a height of more than three (3) feet above the roof upon which it is mounted.
 4. In residential uses, a satellite dish shall not exceed eight (8) feet in diameter.
 5. A satellite dish shall be designed to withstand a wind force of eighty-five (85) miles per hour without the use of supporting guy wires.
 6. Any driving motor exceeding fifty (50) volt power design shall require an electrical permit.
 7. A satellite dish must be bonded to a grounding rod.
- (11)** A small wind energy system shall be an accessory building in all zoning districts subject to the following requirements:
- a. Setbacks and location, as measured from the furthest outward extension of all moving parts.
 1. A STWES shall be set back a distance equal to its total height plus an additional five (5) feet from any occupied building, street or highway right-of-way; any overhead utility lines; all property lines; and any existing guy wire, anchor or small wind energy tower on the property.
 2. A SSWES shall be a minimum of fifteen (15) feet from the property line, public right-of-way, public easement, or overhead utility lines if mounted directly on a roof or other elevated surface of a structure.
 3. A SSWES shall not be affixed to the roof or wall of a structure facing a street.
 4. A STWES shall not be located in any front yard except for properties zoned and used for industrial purposes.
 5. The lowest extension of any blade or other exposed moving component of a WES shall be a least fifteen (15) feet above the ground as well as any outdoor surface intended for human use.

6. Setbacks may be reduced to not less than twenty (20) feet if the applicant provides a registered engineer's certification that the WES is designed to collapse within a zone smaller than the height of the tower, yet still remain within the owner's property or the applicant acquires an easement to meet the required setback distance.
- b. Access.
 1. All ground mounted electrical and control equipment shall be labeled and secured to prevent unauthorized access.
 2. The tower shall be designed and installed so as to not provide step bolts or a ladder readily accessible to the public for a minimum height of eight (8) feet above the ground.
 - c. Electrical wires. All electrical wires associated with a small wind energy system, other than wires necessary to connect the wind generator to the wind tower wiring, the wind tower wiring to the disconnect junction box, and the grounding wires shall be located underground.
 - d. Lighting. A wind tower and generator shall not be artificially lighted unless such lighting is required by the Federal Aviation Administration (FAA). Lighting of other parts of the small wind energy systems, such as appurtenant structures, shall be limited to that required for safety purposes, and shall be reasonably shielded from abutting properties.
 - e. Appearance, color, and finish. The wind generator and wind tower shall remain painted or finished the color or finish that was originally applied by the manufacturer.
 - f. Signs. All signs, other than the manufacturer's or installer's identification, appropriate warning signs, or owner identification on a wind generator, wind tower, building, or other structure associated with a small wind energy system visible from any public road shall be prohibited.
 - g. Code compliance. A small wind energy system including wind tower shall comply with all applicable construction and electrical codes.
 - h. Utility notification and interconnection. Small wind energy systems that connect to the electric utility shall comply with the public service commission regulations.
 - i. Small wind energy systems may be attached to any building, including guy wires, provided the city approves the submittal of documentation sealed by an engineer licensed by the State of Michigan showing the proposed connection of the system to the structure and whether any additional reinforcing is required. The city may not be found liable for damage caused by noise or vibration created by the system.
 - j. Meteorological towers shall be permitted under the same standards, permit requirements, restoration requirements, and permit procedures as a small wind energy system.
 - k. Each property is eligible for two (2) small wind energy systems only, except properties of at least one (1) contiguous acre may be allowed one (1) additional system for each additional one-half ($\frac{1}{2}$) acre or portion thereof.
 - l. A small wind energy system that is out-of-service for a continuous six-month period will be deemed to have been abandoned. The zoning administrator may issue a notice of abandonment to the owner of a small wind energy system that is deemed to have been abandoned. The owner shall have the right to respond in writing to the notice of abandonment setting forth the reasons for operational difficulty and providing a reasonable timetable for corrective action, within thirty (30) days from the date of the notice. The administrator shall withdraw the notice of abandonment and notify the owner that the notice has been withdrawn if the owner provides information that demonstrates the wind energy system has not been abandoned.

- m. If the small wind energy system is determined to be abandoned, the owner of a small wind energy system shall remove the wind generator from the wind tower at the owner's sole expense within ninety (90) days of the date of the notice of abandonment. If the owner fails to remove the wind generator from the wind tower, the administrator may pursue a legal action to have the wind generator removed at the owner's expense.
- o. Noise emanating from a small wind energy system shall not exceed fifty (50) dB(A) as measured from any offsite habitable structure or fifty-five (55) dB(A) to any lot line.
- p. Wind energy systems shall not interfere with communication systems such as radio, telephone, television, satellite, emergency communications, or Wi-Fi.
- q. Shadow flicker created by a STWES shall not exceed thirty (30) hours per year as observed on the windows or outdoor spaces (such as porches, patios, and decks) of any offsite building intended for human habitation or occupation. The zoning administrator may request a study to demonstrate the impact of a WES proposal.
- r. Public inquires and complaints by an aggrieved property owner that alleges that a STWES or SSWES does not meet noise or shadow flicker requirements shall be processed as follows:
 - 1. The property owner shall notify the city in writing regarding the concerns related to noise and/or shadow flicker.
 - 2. If the city zoning administrator or engineer deem the complaint sufficient to warrant an investigation, the city will request the aggrieved party to deposit funds in an amount sufficient to pay for a noise level test conducted by a certified acoustic technician and/or a shadow flicker study as performed by a professional.
 - 3. If the tests(s) show that the WES does not exceed the noise or shadow flicker requirements of this chapter, the city will use the deposit to pay for the test.
 - 4. If the WES is violating this chapter's noise requirements, the owner(s) shall reimburse the city for the testing and take immediate action to bring the WES into compliance, include ceasing operation of the WES till the violations are corrected. The city will refund the deposit to the aggrieved property owner.

SECTION 3. SEVERABILITY. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 4. INCONSISTENT ORDINANCES. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are repealed.

SECTION 5. PUBLIC HEARING. A public hearing is set for Monday, December 21, 2015 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

SECTION 6. NOTICE. Council hereby directs staff to supply a public notice concerning the rezoning to a newspaper of general circulation within the City.

SECTION 5. EFFECTIVE DATE. This amendment shall become effective 20 days after approval.

SECTION 6. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.



MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: December 3, 2015

TO: Mayor Frederick and the Owosso City Council

FROM: Susan Montenegro, assistant city manager / community development director

SUBJECT: The Planning Commission voted at its regular meeting on July 27, 2015 to rezone the following addresses along the M-71 Corridor to reduce spot zoning and follow the future land use plan as outlined in the 2012 Master Plan.

RECOMMENDATION:

The Planning Commission recommends zoning changes to the ordinance that would rezone the following addresses to reduce spot zoning and encourage economic growth and development along the M-71 Corridor. The addresses and recommended changes are as follows:

Parcel Address	Parcel Number	Current Zoning	Proposed Zoning
424 Maple	050-710-000-001-00	R-2	R-1
416 Maple	050-710-000-003-00	R-2	R-1
637 Corunna Ave	050-710-000-002-00	R-2	R-1
633 Corunna Ave	050-542-000-019-00	R-2	R-1
706 Corunna Ave	050-542-000-032-00	RM-1	B-4
625 Huron	050-542-000-022-00	I-2	I-1
460 E. Howard	050-680-003-004-00	R-2	I-1
452 E. Howard	050-680-003-003-00	R-2	I-1
446 E. Howard	050-680-003-002-00	R-2	I-1
440 E. Howard	050-680-003-001-00	R-2	I-1
509 S. Saginaw	050-651-018-002-00	I-2	I-1
S. Washington	050-651-000-005-00	I-2	I-1

Classifications

R1 – One family residential
RM-1 Multiple-family residential
I1 – Light industrial

R2 – Two family residential
B4 – General business district
I2 – General industrial

BACKGROUND:

The Planning Commission continues to address areas of spot zoning within the city limits to correct the zoning and bring land use into conformity with the Master Plan. The parcels were originally presented to Council August 17, 2015 but no action was taken because they were mistakenly associated with the Trebor properties.

FISCAL IMPACTS:

No fiscal impacts.

Document originated by: Susan Montenegro

RESOLUTION NO.

**AN ORDINANCE AMENDING CHAPTER 38 ZONING OF THE CODE OF ORDINANCES
TO REZONE VARIOUS PARCELS OF REAL PROPERTY ALONG THE M-71 CORRIDOR
AND AMEND THE ZONING MAP**

WHEREAS, the City of Owosso adopted a Master Plan in 2012 which includes a future land use plan; and

WHEREAS, the Planning Commission desires to carefully implement prudent changes suggested by the Master Plan; and

WHEREAS, the Planning Commission recommends the rezoning of select parcels in the area to reduce spot zoning and create an area with effective zoning for potential development and economic growth while land owners to maintain the current use of their property if they so desire; and

WHEREAS, the Planning Commission published and mailed notices for the rezoning, held a public hearing at its regular meeting on July 27, 2015, and deliberated on the rezoning; and

WHEREAS, the Planning Commission finds that the proposed rezonings meet the intent and criteria for a zoning amendment as it relates to the master plan and the zoning ordinance; and

WHEREAS, the City staff and Planning Commission recommend, without reservations or conditions, the rezoning of the following parcels:

Parcel Address	Parcel Number	Current Zoning	Proposed Zoning
424 Maple	050-710-000-001-00	R-2	R-1
416 Maple	050-710-000-003-00	R-2	R-1
637 Corunna Ave	050-710-000-002-00	R-2	R-1
633 Corunna Ave	050-542-000-019-00	R-2	R-1
706 Corunna Ave	050-542-000-032-00	RM-1	B-4
625 Huron	050-542-000-022-00	I-2	I-1
460 E. Howard	050-680-003-004-00	R-2	I-1
452 E. Howard	050-680-003-003-00	R-2	I-1
446 E. Howard	050-680-003-002-00	R-2	I-1
440 E. Howard	050-680-003-001-00	R-2	I-1
509 S. Saginaw	050-651-018-002-00	I-2	I-1
S. Washington	050-651-000-005-00	I-2	I-1

and

WHEREAS, the recommendation must be considered by City Council and a public hearing by the Council is required before any such ordinance amendment can be approved.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF OWOSSO ORDAINS:

SECTION 1. OFFICIAL ZONING MAP AMENDMENT. That Chapter 38, Zoning, Sec. 38-27, Zoning Districts and Map, reflect the following changes, to be noted on the official map and filed with the city clerk:

Parcel Address	Parcel Number	Current Zoning	Proposed Zoning
424 Maple	050-710-000-001-00	R-2	R-1
416 Maple	050-710-000-003-00	R-2	R-1
637 Corunna Ave	050-710-000-002-00	R-2	R-1

633 Corunna Ave	050-542-000-019-00	R-2	R-1
706 Corunna Ave	050-542-000-032-00	RM-1	B-4
625 Huron	050-542-000-022-00	I-2	I-1
460 E. Howard	050-680-003-004-00	R-2	I-1
452 E. Howard	050-680-003-003-00	R-2	I-1
446 E. Howard	050-680-003-002-00	R-2	I-1
440 E. Howard	050-680-003-001-00	R-2	I-1
509 S. Saginaw	050-651-018-002-00	I-2	I-1
S. Washington	050-651-000-005-00	I-2	I-1

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, December 21, 2015 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

SECTION 3. NOTICE. Council hereby directs staff to supply a public notice concerning the rezoning to a newspaper of general circulation within the city.

SECTION 4. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 5. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

City of Owosso

M 71 Corridor Rezoning Map

Legend

Zoning

<all other values>

Z_PRIMARY

<Null>

B1

B2

B3

B4

C-OS

I1

I2

OS1

P1

PUD

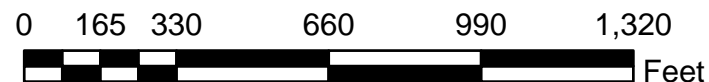
R1

R2

RM1

RM2

Shiawassee_River



December 3, 2015



MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: December 3, 2015

TO: Mayor Frederick and the Owosso City Council

FROM: Susan Montenegro
Asst. City Manager/Community Development Director

SUBJECT: Conduct first reading and set a public hearing for December 21, 2015 to receive citizen comment regarding the request to rezone the parcel commonly known as 401 E. Howard Street, from I-2, General Industrial District to I-1, Light Industrial District.

RECOMMENDATION:

The Planning Commission and city staff recommend city council set a public hearing for December 21, 2015 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed rezoning request.

BACKGROUND:

The city is in receipt of a rezoning request from Jed Dingens, Architect, on behalf of Robert Selleck to rezone the parcel located at 401 E. Howard Street from I-2, General Industrial District to I-1, Light Industrial District to increase the useable land space for his business.

The planning commission, after mailing notices and holding a public hearing, voted at its regular meeting on November 23, 2015 to rezone parcel 050-680-002-003-00, also known as 401 E. Howard Street. The rezoning request is in line with other uses along this street and within this area. Current zoning on this block is mixed between industrial and residential use. The Master Plan indicates the following:

7.12 INDUSTRIAL

This district is designed to accommodate wholesale activities, warehouses and industrial operations whose external, physical effects are restricted to the area of the district and in no manner affect in a detrimental way any of the surrounding districts. The I-1 light industrial district is so structured as to permit, along with any specified uses, the manufacturing, compounding, processing, packaging, assembly and/or treatment of finished or semi-finished products from previously prepared material. The general goals of these use districts include, among others, the following specific purposes:

- To provide sufficient space, in appropriate locations, to meet the needs of the city's expected future economy for all types of manufacturing and related uses;
- To protect abutting residential districts by separating them from manufacturing activities, and by prohibiting the use of such industrial areas for new residential development;
- To promote manufacturing development which is free from danger of fire, explosions, toxic and noxious matter, radiation and other hazards, and from offensive noise, vibration, smoke, odor and other objectionable influences;
- To promote the most desirable use of land in accordance with the plan; and

- To protect the character and established pattern of adjacent development, and in each area to conserve the value of land and buildings and other structures, and to protect the city's tax revenue.

Heavier industrial operations that are related to the processing of raw materials, storage of petroleum, and power generation plants are permissible in the city in the I-2 general industrial district. Because of the intensity and performance of such uses, these should be limited to areas of extreme isolation and/or compatibility. Locations along the rail lines in the center of the community are no longer appropriate. These uses have obvious economic benefits; however, integration of these uses with the community must be achieved in order to preserve the character of the city. These zoning classifications should be reconsidered with a new zoning provision that provides for all uses as of right or as a special land use in a single zoning classification.

Note: Details regarding the planning commission consideration of this request can be found in the November 23, 2015 minutes which are included as a Communication with this packet.

FISCAL IMPACTS:

There are no direct fiscal impacts for the city

Document originated by: Susan Montenegro

ORDINANCE NO.

**AMENDING CHAPTER 38 ZONING OF THE CODE OF ORDINANCES
TO REZONE THE PARCEL OF REAL PROPERTY
AT 401 E. HOWARD STREET
AND AMEND THE ZONING MAP**

Whereas, the city of Owosso received a petition from the land owner of real property identified as 401 E. Howard Street, parcel 050-680-002-003-00, lots 7 8 9 BLK 2 (EX AARR R/W) WILLIAMS & LYONS ADD to rezone the parcel from I-2 General Industrial to I-1 Light Industrial; and

Whereas, the planning commission published notice of the request, held a public hearing on the request, and deliberated on the request; and

Whereas, the city staff and planning commission recommend, without reservations or conditions, the rezoning of parcel 050-680-002-003-00, 401 E. Howard Street from I-2 General Industrial to I-1 Light Industrial district; and

WHEREAS, the item must now be considered by City Council and a public hearing by the Council is required before any such ordinance amendment can be acted upon.

NOW THEREFORE, BE IT RESOLVED, THAT THE CITY OF OWOSSO ORDAINS:

Chapter 38, Zoning Code of the City of Owosso be amended as follows:

SECTION 1. OFFICIAL ZONING MAP AMENDMENT. That Chapter 38, Zoning, Sec. 38-27, *Zoning Districts and Map*, reflect the following change to be noted on the official map and filed with the city clerk:

Parcel Address	Parcel Number	Current Zoning	Amended Zoning
401 E. Howard Street	050-680-002-003-00	I-2 General Industrial	I-1 Light Industrial

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, December 21, 2015 at or about 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

SECTION 3. NOTICE. Council hereby directs staff to supply a public notice concerning the rezoning to a newspaper of general circulation within the city.

SECTION 4. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 5. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

APPLICATION FOR REZONING

CITY OF OWOSSO

301 W. Main Street, Owosso, Michigan 48867, TX 989-725-0540, FX 989-723-8854

Note to Applicants:

1. In order that this application may be processed, the applicant must completely fill in the application and make a non-refundable payment of Three Hundred Dollars (\$300) to the Treasurer's Office, to cover costs associated with the processing.
2. The applicant or his/her representative must be present at the Planning Commission and City Council public hearings for action to be taken on this request.

TO THE OWOSSO CITY COUNCIL:

I, (we), the undersigned, do hereby respectfully make application and petition the City Council to amend the Zoning Ordinance and change the Zoning Map as hereinafter requested,

1. PROPERTY TO BE REZONED: Street Address 401 E. Howard Street
Description: (lot, block or metes and bounds) E. Howard between Division Street and Hamlin Street
Hexagonal lot at bend in E. Howard St., which also continues into property.
Frontage in Feet 126' Depth in Feet 122' IRREGULAR
2. PROPERTY OWNERSHIP: (Name, Address, and Phone Number)
Carrie Reid Hoag 401 E. Howard Street 989.723.8145
3. ZONING REQUEST Current Zoning I-1 & I-2 Requested Zoning I-1
Proposed Use of the Property Industrial Production, Handling and Storage

Indicate why, in your opinion, the requested change is consistent with the Ordinance in promoting and protecting the public health, safety, peace, morals, comfort, convenience and general welfare of the inhabitants of the City of Owosso:

Rezoning property from I-2 to I-1 would allow for a usage more consistent with current business operations. This would also create a more unified usage and zoning designation across different properties on campus. Campus wide obscure screening and product handling logistics requirements under I-1 become more consistent and reflective of uses allowed by Planning Commission indicated in Aug. 27, 2001 Planning Commission resolution.

The above information has been submitted in support of the rezoning and is accurate and truthful to the best of our knowledge.

C.H. X Carrie Reid Hoag
(Signature of Applicant)
B.S. X [Signature]
(Signature of Co-Applicant)

434 E. HOWARD, OWOSSO
(Address) 989-723-8145
(Phone)

☐ Legal Representative
☐ Owner
☐ Option to Purchase

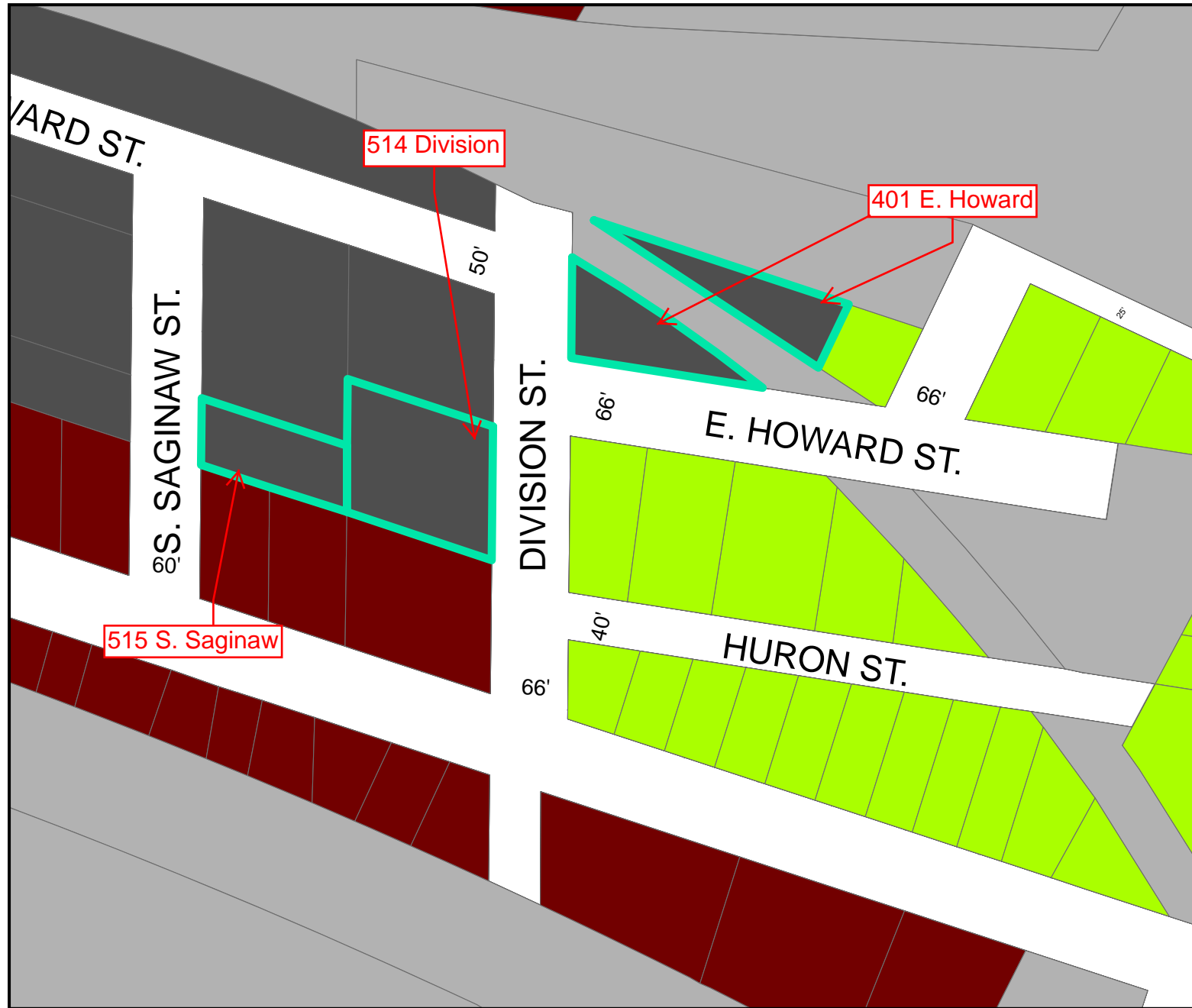
FOR OFFICIAL USE ONLY

Case # _____
Receipt # _____
Date Filed _____
Description Checked _____

Planning Commission Hearing Date _____
Action Taken _____
City Council Hearing Date _____
Action Taken _____

City of Owosso

401 E. Howard Street
514 Division Street
515 S. Saginaw Street



Legend

Zoning

<all other values>

Z_PRIMARY

<Null>

B1

B2

B3

B4

C-OS

I1

I2

OS1

P1

PUD

R1

R2

RM1

RM2

City Parcels 2015 Edition

Tax ID

November 3, 2015





MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: December 3, 2015

TO: Mayor Frederick and the Owosso City Council

FROM: Susan Montenegro
Asst. City Manager/Community Development Director

SUBJECT: Conduct first reading and set a public hearing for December 21, 2015 to receive citizen comment regarding the request to rezone the parcel commonly known as 514 Division Street, from I-2, General Industrial District to I-1, Light Industrial District.

RECOMMENDATION:

The Planning Commission and city staff recommend city council set a public hearing for December 21, 2015 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed rezoning request.

BACKGROUND:

The city is in receipt of a rezoning request filed by Jed Dingens, Architect, on behalf of Robert Selleck to rezone the parcel located at 514 Division Street from I-2, General Industrial District to I-1, Light Industrial District to increase the useable land space for his business.

The planning commission, after mailing notices and holding a public hearing, voted at its regular meeting on November 23, 2015 to rezone parcel 050-651-018-003-00, also known as 514 Division Street. The rezoning request is in line with other uses along this street and within this area. Current zoning on this block is mixed between industrial and residential use. The Master Plan indicates the following:

7.12 INDUSTRIAL

This district is designed to accommodate wholesale activities, warehouses and industrial operations whose external, physical effects are restricted to the area of the district and in no manner affect in a detrimental way any of the surrounding districts. The I-1 light industrial district is so structured as to permit, along with any specified uses, the manufacturing, compounding, processing, packaging, assembly and/or treatment of finished or semi-finished products from previously prepared material. The general goals of these use districts include, among others, the following specific purposes:

- To provide sufficient space, in appropriate locations, to meet the needs of the city's expected future economy for all types of manufacturing and related uses;
- To protect abutting residential districts by separating them from manufacturing activities, and by prohibiting the use of such industrial areas for new residential development;
- To promote manufacturing development which is free from danger of fire, explosions, toxic and noxious matter, radiation and other hazards, and from offensive noise, vibration, smoke, odor and other objectionable influences;

- To promote the most desirable use of land in accordance with the plan; and
- To protect the character and established pattern of adjacent development, and in each area to conserve the value of land and buildings and other structures, and to protect the city's tax revenue.

Heavier industrial operations that are related to the processing of raw materials, storage of petroleum, and power generation plants are permissible in the city in the I-2 general industrial district. Because of the intensity and performance of such uses, these should be limited to areas of extreme isolation and/or compatibility. Locations along the rail lines in the center of the community are no longer appropriate. These uses have obvious economic benefits; however, integration of these uses with the community must be achieved in order to preserve the character of the city. These zoning classifications should be reconsidered with a new zoning provision that provides for all uses as of right or as a special land use in a single zoning classification.

Note: Details regarding the planning commission consideration of this request can be found in the November 23, 2015 minutes which are included as a Communication with this packet.

FISCAL IMPACTS:

There are no direct fiscal impacts for the city

Document originated by: Susan Montenegro

ORDINANCE NO.
AMENDING CHAPTER 38 ZONING OF THE CODE OF ORDINANCES
TO REZONE THE PARCEL OF REAL PROPERTY
AT 514 DIVISION STREET
AND AMEND THE ZONING MAP

Whereas, the city of Owosso received a petition from the land owner of real property identified as 514 Division Street, parcel 050-651-018-003-00, LOTS 5 & 8 BLK 18 A L WILLIAMS ADD INCLUDING 1/2 CLOSED ALLEY to rezone the parcel from I-2 General Industrial to I-1 Light Industrial; and

Whereas, the planning commission published notice of the request, held a public hearing on the request, and deliberated on the request; and

Whereas, the city staff and planning commission recommend, without reservations or conditions, the rezoning of parcel 050-651-018-003-00, 514 Division Street from I-2 General Industrial to I-1 Light Industrial district; and

WHEREAS, the item must now be considered by City Council and a public hearing by the Council is required before any such ordinance amendment can be acted upon.

NOW THEREFORE, BE IT RESOLVED, THAT THE CITY OF OWOSSO ORDAINS:

Chapter 38, Zoning Code of the City of Owosso be amended as follows:

SECTION 1. OFFICIAL ZONING MAP AMENDMENT. That Chapter 38, Zoning, Sec. 38-27, *Zoning Districts and Map*, reflect the following change to be noted on the official map and filed with the city clerk:

Parcel Address	Parcel Number	Current Zoning	Amended Zoning
514 Division Street	050-651-018-003-00	I-2 General Industrial	I-1 Light Industrial

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, December 21, 2015 at or about 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

SECTION 3. NOTICE. Council hereby directs staff to supply a public notice concerning the rezoning to a newspaper of general circulation within the city.

SECTION 4. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 5. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

APPLICATION FOR REZONING

CITY OF OWOSSO

301 W. Main Street, Owosso, Michigan 48867, TX 989-725-0540, FX 989-723-8854

Note to Applicants:

1. In order that this application may be processed, the applicant must completely fill in the application and make a non-refundable payment of Three Hundred Dollars (\$300) to the Treasurer's Office, to cover costs associated with the processing.
2. The applicant or his/her representative must be present at the Planning Commission and City Council public hearings for action to be taken on this request.

TO THE OWOSSO CITY COUNCIL:

I, (we), the undersigned, do hereby respectfully make application and petition the City Council to amend the Zoning Ordinance and change the Zoning Map as hereinafter requested,

1. PROPERTY TO BE REZONED: Street Address 514 Division Street
Description: (lot, block or metes and bounds) East side of Division Street between E. Howard Street and Corunna Avenue
Frontage in Feet 56' Depth in Feet 117'-6"
2. PROPERTY OWNERSHIP: (Name, Address, and Phone Number)
Robert "Bob" Selleck 514 Division Street 989.798.7019
3. ZONING REQUEST Current Zoning I-2 Requested Zoning I-1
Proposed Use of the Property Industrial Production, Handling and Storage

Indicate why, in your opinion, the requested change is consistent with the Ordinance in promoting and protecting the public health, safety, peace, morals, comfort, convenience and general welfare of the inhabitants of the City of Owosso:

Rezoning property from I-2 to I-1 would allow for a usage more consistent with current business operations. This would also create a more unified usage and zoning designation across different properties on campus. Campus wide obscure screening and product handling logistics requirements under I-1 become more consistent and reflective of uses allowed by Planning Commission indicated in Aug. 27, 2001 Planning Commission resolution.

The above information has been submitted in support of the rezoning and is accurate and truthful to the best of our knowledge.

B.S.
X [Signature]
(Signature of Applicant)
C. # [Signature]
(Signature of Co-Applicant)

330 HOWARD ST.
(Address) 989-723-8145
(Phone)

☐ Legal Representative
☐ Owner
☐ Option to Purchase

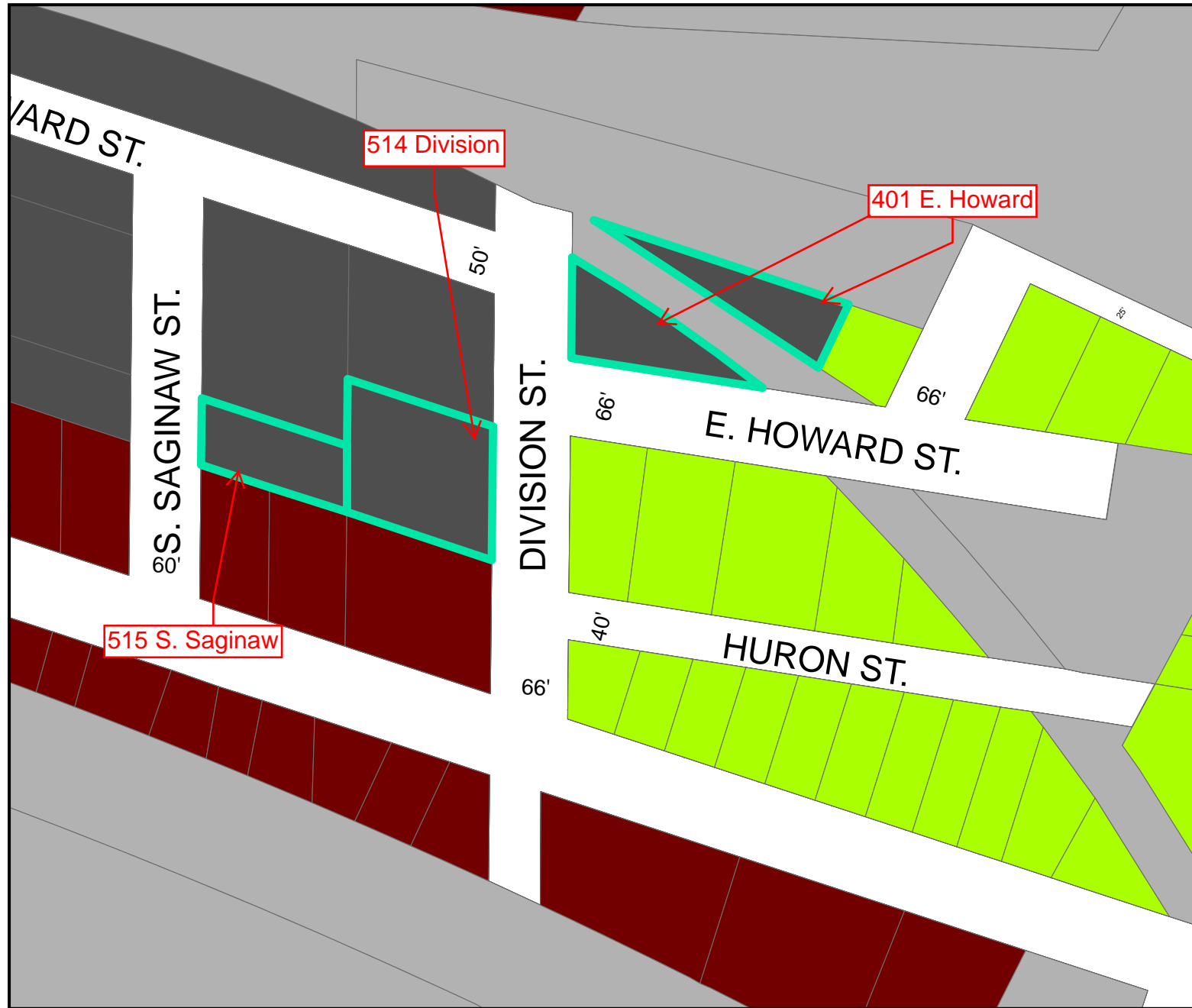
FOR OFFICIAL USE ONLY

Case # _____
Receipt # _____
Date Filed _____
Description Checked _____

Planning Commission Hearing Date _____
Action Taken _____
City Council Hearing Date _____
Action Taken _____

City of Owosso

401 E. Howard Street
514 Division Street
515 S. Saginaw Street



Legend

Zoning

<all other values>

Z_PRIMARY

<Null>



B1

B2

B3

B4

C-OS

I1

I2

OS1

P1

PUD

R1

R2

RM1

RM2

City Parcels 2015 Edition

Tax ID



November 3, 2015





MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: December 3, 2015

TO: Mayor Frederick and the Owosso City Council

FROM: Susan Montenegro
Asst. City Manager/Community Development Director

SUBJECT: Conduct first reading and set a public hearing for December 21, 2015 to receive citizen comment regarding the request to rezone the parcel commonly known as 515 S. Saginaw Street, from I-2, General Industrial District to I-1, Light Industrial District.

RECOMMENDATION:

The Planning Commission and city staff recommend city council set a public hearing for December 21, 2015 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed rezoning request.

BACKGROUND:

The city is in receipt of a rezoning request filed by Jed Dingens, Architect, on behalf of Robert Selleck to rezone the parcel located at 515 S. Saginaw Street from I-2, General Industrial District to I-1, Light Industrial District to increase the useable land space for his business.

The planning commission, after mailing notices and holding a public hearing, voted at its regular meeting on November 23, 2015 to rezone parcel 050-651-018-004-00, also known as 515 S. Saginaw Street. The rezoning request is in line with other uses along this street and within this area. Current zoning on this block is mixed between industrial and residential use. The Master Plan indicates the following:

7.12 INDUSTRIAL

This district is designed to accommodate wholesale activities, warehouses and industrial operations whose external, physical effects are restricted to the area of the district and in no manner affect in a detrimental way any of the surrounding districts. The I-1 light industrial district is so structured as to permit, along with any specified uses, the manufacturing, compounding, processing, packaging, assembly and/or treatment of finished or semi-finished products from previously prepared material. The general goals of these use districts include, among others, the following specific purposes:

- To provide sufficient space, in appropriate locations, to meet the needs of the city's expected future economy for all types of manufacturing and related uses;
- To protect abutting residential districts by separating them from manufacturing activities, and by prohibiting the use of such industrial areas for new residential development;

- To promote manufacturing development which is free from danger of fire, explosions, toxic and noxious matter, radiation and other hazards, and from offensive noise, vibration, smoke, odor and other objectionable influences;
- To promote the most desirable use of land in accordance with the plan; and
- To protect the character and established pattern of adjacent development, and in each area to conserve the value of land and buildings and other structures, and to protect the city's tax revenue.

Heavier industrial operations that are related to the processing of raw materials, storage of petroleum, and power generation plants are permissible in the city in the I-2 general industrial district. Because of the intensity and performance of such uses, these should be limited to areas of extreme isolation and/or compatibility. Locations along the rail lines in the center of the community are no longer appropriate. These uses have obvious economic benefits; however, integration of these uses with the community must be achieved in order to preserve the character of the city. These zoning classifications should be reconsidered with a new zoning provision that provides for all uses as of right or as a special land use in a single zoning classification.

Note: Details regarding the planning commission consideration of this request can be found in the November 23, 2015 minutes which are included as a Communication with this packet.

FISCAL IMPACTS:

There are no direct fiscal impacts for the city

Document originated by: Susan Montenegro

ORDINANCE NO.

**AMENDING CHAPTER 38 ZONING OF THE CODE OF ORDINANCES
TO REZONE THE PARCEL OF REAL PROPERTY
AT 515 S. SAGINAW STREET
AND AMEND THE ZONING MAP**

Whereas, the city of Owosso received a petition from the land owner of real property identified as 515 S. Saginaw Street, parcel 050-651-018-004-00, LOTS 7 BLK 18 A L WILLIAMS ADD INCLUDING 1/2 CLOSED ALLEY to rezone the parcel from I-2 General Industrial to I-1 Light Industrial; and

Whereas, the planning commission published notice of the request, held a public hearing on the request, and deliberated on the request; and

Whereas, the city staff and planning commission recommend, without reservations or conditions, the rezoning of parcel 050-651-018-004-00, 515 S. Saginaw Street from I-2 General Industrial to I-1 Light Industrial district; and

WHEREAS, the item must now be considered by City Council and a public hearing by the Council is required before any such ordinance amendment can be acted upon.

NOW THEREFORE, BE IT RESOLVED, THAT THE CITY OF OWOSSO ORDAINS:

Chapter 38, Zoning Code of the City of Owosso be amended as follows:

SECTION 1. OFFICIAL ZONING MAP AMENDMENT. That Chapter 38, Zoning, Sec. 38-27, *Zoning Districts and Map*, reflect the following change to be noted on the official map and filed with the city clerk:

Parcel Address	Parcel Number	Current Zoning	Amended Zoning
515 S. Saginaw Street	050-651-018-004-00	I-2 General Industrial	I-1 Light Industrial

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, December 21, 2015 at or about 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

SECTION 3. NOTICE. Council hereby directs staff to supply a public notice concerning the rezoning to a newspaper of general circulation within the city.

SECTION 4. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 5. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

APPLICATION FOR REZONING

CITY OF OWOSSO

301 W. Main Street, Owosso, Michigan 48867, TX 989-725-0540, FX 989-723-8854

Note to Applicants:

1. In order that this application may be processed, the applicant must completely fill in the application and make a non-refundable payment of Three Hundred Dollars (\$300) to the Treasurer's Office, to cover costs associated with the processing.
2. The applicant or his/her representative must be present at the Planning Commission and City Council public hearings for action to be taken on this request.

TO THE OWOSSO CITY COUNCIL:

I, (we), the undersigned, do hereby respectfully make application and petition the City Council to amend the Zoning Ordinance and change the Zoning Map as hereinafter requested,

1. PROPERTY TO BE REZONED: Street Address 515 S. Saginaw Street
Description: (lot, block or metes and bounds) West side of S. Saginaw Street between E. Howard Street and Corunna Avenue
Frontage in Feet 105' Depth in Feet 117'-6"
2. PROPERTY OWNERSHIP: (Name, Address, and Phone Number)
Robert "Bob" Selleck 515 S. Saginaw Street 989.798.7019
3. ZONING REQUEST Current Zoning I-2 Requested Zoning I-1
Proposed Use of the Property Industrial Production, Handling and Storage

Indicate why, in your opinion, the requested change is consistent with the Ordinance in promoting and protecting the public health, safety, peace, morals, comfort, convenience and general welfare of the inhabitants of the City of Owosso:

Rezoning property from I-2 to I-1 would allow for a usage more consistent with current business operations. This would also create a more unified usage and zoning designation across different properties on campus. Campus wide obscure screening and product handling logistics requirements under I-1 become more consistent and reflective of uses allowed by Planning Commission indicated in Aug. 27, 2001 Planning Commission resolution.

The above information has been submitted in support of the rezoning and is accurate and truthful to the best of our knowledge.

B.S.
X
C.H.X
(Signature of Applicant)
(Signature of Co-Applicant)

330 HOWARD ST
(Address)
989-723-8145
(Phone)

___ Legal Representative
___ Owner
___ Option to Purchase

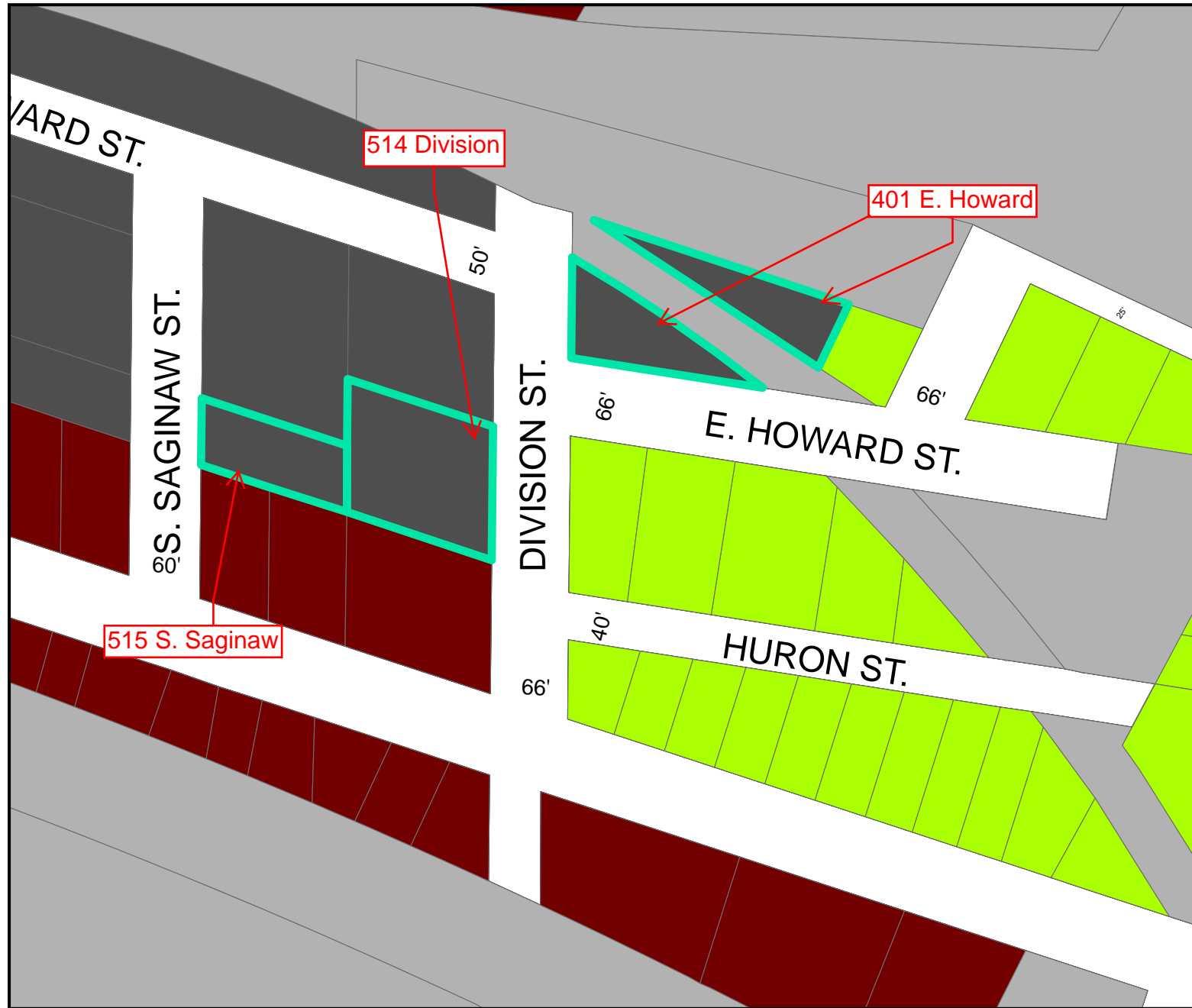
FOR OFFICIAL USE ONLY

Case # _____
Receipt # _____
Date Filed _____
Description Checked _____

Planning Commission Hearing Date _____
Action Taken _____
City Council Hearing Date _____
Action Taken _____

City of Owosso

401 E. Howard Street
514 Division Street
515 S. Saginaw Street



Legend

Zoning

<all other values>

Z_PRIMARY

<Null>



B1

B2

B3

B4

C-OS

I1

I2

OS1

P1

PUD

R1

R2

RM1

RM2

City Parcels 2015 Edition

Tax ID



November 3, 2015





301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 • FAX (989) 723-8854

MEMORANDUM

DATE: December 1, 2015

TO: Mayor Frederick, City Council and City Manager Crawford

FROM: Larry Cook, Assessor

RE: 2016 Poverty Exemption Policy, Guidelines and Thresholds

As per the provisions of PA 390 of 1994 and further amended by PA 620 of 2002, local governing bodies are required to set income levels for their poverty exemption guidelines and those income levels **shall not** be set lower than the federal poverty guidelines as updated annually by the U.S. Department of Health and Human Services.

The act also requires an asset test to be a part of policy and guidelines. In 2008, the State Tax Commission determined the City of Owosso policy, guidelines and exemption applications addressed by the Board of Review during that year, were found to be adequate. The application was good and the BOR followed those guidelines and maintained appropriate documentation.

I would recommend approval of the attached 2016 Poverty Exemption Policy and Guidelines as amended, with a blended income threshold of the 2016 Federal Income Standard Poverty Thresholds, as found in STC Bulletin No.14 of 2015, and the Shiawassee County Median 40% Income, whichever threshold is higher. And, the asset test as required pursuant to PA 390 of 1994.

Thank you in advance for your cooperation in this matter and as always, if you have any further questions, please feel free to contact me.

**2016
Poverty Exemption
Breakdown**

	1	2	3	Household 4	Size 5	6	7	8	Each Add.
Federal Income Poverty Threshold	\$11,770	\$15,930	\$20,090	\$24,250	\$28,410	\$32,570	\$36,730	\$40,890	\$4,160
Shiawassee County Median 40%	\$15,440	\$17,640	\$19,840	\$22,040	\$23,840	\$25,600	\$27,360	\$29,120	
Income Threshold Used: (Which ever is largest)	\$15,440	\$17,640	\$20,090	\$24,250	\$28,410	\$32,570	\$36,730	\$40,890	\$4,160



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

NICK A. KHOURI
STATE TREASURER

BULLETIN NO. 14 of 2015
CHANGES FOR 2016
October 12, 2015

B. Federal Poverty Guidelines Used in the Determination of Poverty Exemptions for 2016.

MCL 211.7u, which deals with poverty exemptions, was significantly altered by PA 390 of 1994 and was further amended by PA 620 of 2002.

Local governing bodies are required to adopt guidelines that set income levels for their poverty exemption guidelines and those income levels **shall not be set lower** by a city or township than the federal poverty guidelines updated annually by the U.S. Department of Health and Human Services. This means, for example, that the income level for a household of 3 persons **shall not** be set lower than \$20,090 which is the amount shown on the following chart for a family of 3 persons. The income level for a family of 3 persons may be set higher than \$20,090. Following are the federal poverty guidelines for use in setting poverty exemption guidelines for 2016 assessments.

Size of Family Unit	Poverty Guidelines
1	\$ 11,770
2	\$ 15,930
3	\$ 20,090
4	\$ 24,250
5	\$ 28,410
6	\$ 32,570
7	\$ 36,730
8	\$ 40,890
For each additional person	\$4,160

Note: PA 390 of 1994 states that the poverty exemption guidelines established by the governing body of the local assessing unit shall also include an asset level test. An asset test means the amount of cash, fixed assets or other property that could be used, or converted to cash for use in the payment of property taxes. The asset test should calculate a maximum amount permitted and all other assets above that amount should be considered as available. Please see STC Bulletin 5 of 2012 for more information on poverty exemptions.

Note: P.A. 135 of 2012 changed the requirements for filing documentation in support of a poverty exemption to allow an affidavit (Treasury Form 4988) to be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year. This does include the owner of the property who is filing for the exemption.

Schoolcraft
FY 2015

MSHDA Office of Community Development

	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
20% AMI	\$7,600	\$8,680	\$9,760	\$10,840	\$11,720	\$12,580	\$13,460	\$14,320
30% AMI	\$11,400	\$13,000	\$14,650	\$16,250	\$17,550	\$18,850	\$20,150	\$21,450
40% AMI	\$15,200	\$17,360	\$19,520	\$21,680	\$23,440	\$25,160	\$26,920	\$28,640
50% AMI	\$19,000	\$21,700	\$24,400	\$27,100	\$29,300	\$31,450	\$33,650	\$35,800
60% AMI	\$22,800	\$26,040	\$29,280	\$32,520	\$35,160	\$37,740	\$40,380	\$42,960
70% AMI	\$26,600	\$30,380	\$34,160	\$37,940	\$41,020	\$44,030	\$47,110	\$50,120
80% AMI	\$30,350	\$34,700	\$39,050	\$43,350	\$46,850	\$50,300	\$53,800	\$57,250
100% AMI	\$38,000	\$43,400	\$48,800	\$54,200	\$58,600	\$62,900	\$67,300	\$71,600
120% AMI	\$45,600	\$52,080	\$58,560	\$65,040	\$70,320	\$75,480	\$80,760	\$85,920

Shiawassee
FY 2015

	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
20% AMI	\$7,720	\$8,820	\$9,920	\$11,020	\$11,920	\$12,800	\$13,680	\$14,560
30% AMI	\$11,600	\$13,250	\$14,900	\$16,550	\$17,900	\$19,200	\$20,550	\$21,850
★→40% AMI	\$15,440	\$17,640	\$19,840	\$22,040	\$23,840	\$25,600	\$27,360	\$29,120
50% AMI	\$19,300	\$22,050	\$24,800	\$27,550	\$29,800	\$32,000	\$34,200	\$36,400
60% AMI	\$23,160	\$26,460	\$29,760	\$33,060	\$35,760	\$38,400	\$41,040	\$43,680
70% AMI	\$27,020	\$30,870	\$34,720	\$38,570	\$41,720	\$44,800	\$47,880	\$50,960
80% AMI	\$30,900	\$35,300	\$39,700	\$44,100	\$47,650	\$51,200	\$54,700	\$58,250
100% AMI	\$38,600	\$44,100	\$49,600	\$55,100	\$59,600	\$64,000	\$68,400	\$72,800
120% AMI	\$46,320	\$52,920	\$59,520	\$66,120	\$71,520	\$76,800	\$82,080	\$87,360

St. Clair
FY 2015

	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
20% AMI	\$9,480	\$10,840	\$12,200	\$13,540	\$14,640	\$15,720	\$16,800	\$17,880
30% AMI	\$14,250	\$16,250	\$18,300	\$20,300	\$21,950	\$23,550	\$25,200	\$26,800
40% AMI	\$18,960	\$21,680	\$24,400	\$27,080	\$29,280	\$31,440	\$33,600	\$35,760
50% AMI	\$23,700	\$27,100	\$30,500	\$33,850	\$36,600	\$39,300	\$42,000	\$44,700
60% AMI	\$28,440	\$32,520	\$36,600	\$40,620	\$43,920	\$47,160	\$50,400	\$53,640
70% AMI	\$33,180	\$37,940	\$42,700	\$47,390	\$51,240	\$55,020	\$58,800	\$62,580
80% AMI	\$36,200	\$41,400	\$46,550	\$51,700	\$55,850	\$60,000	\$64,150	\$68,250
100% AMI	\$47,400	\$54,200	\$61,000	\$67,700	\$73,200	\$78,600	\$84,000	\$89,400
120% AMI	\$56,880	\$65,040	\$73,200	\$81,240	\$87,840	\$94,320	\$100,800	\$107,280

CITY OF OWOSSO
PROPERTY TAX
POVERTY EXEMPTION POLICY & GUIDELINES

POLICY

The City of Owosso will grant partial exemptions due to poverty according to Section 211.7u of the Michigan Compiled Laws. ***Property Tax Poverty exemptions must be applied for each year.***

The Assessor and the Board of Review will apply the guidelines as adopted by the City uniformly to all applicants without prejudice and shall not deviate from the adopted guidelines without substantial and compelling reasons. Any such deviation shall be communicated in writing to the applicant. (211.7u).

The Assessor's office will determine the estimated property tax liability for the applicable tax year and the estimated State homestead credit for each applicant. The exemption shall not exceed the tax liability minus the estimated homestead credit refund received during the current tax year. (Example: if the tax liability is \$1000 and the homestead credit received in the current tax year is \$300, the exemption shall not exceed \$700.)

The Board of Review may deviate from the above policy where there are substantial and compelling reasons and such substantial and compelling reasons are communicated in writing to the City Council and the claimant (211.7u).

GUIDELINES

The applicant shall:

- Be the owner and occupant of the homestead property for which an exemption is applied (211.7u).
- File a claim (application) on the form provided by the City Assessor's office. The filing of a claim constitutes an appearance before the Board of Review for the purpose of preserving the claimant's right to appeal (211.7u). **The application form shall be fully completed.**
- Sign the application at the Assessor's office when the application is returned. If the applicant cannot personally return the application, a notarized application is acceptable.
- Supply a copy of federal and state income tax returns for **all** persons residing in the homestead, including any property tax credit returns, filed in the immediately preceding or in the current year (211.7u) and/or, affidavit, (Treasury Form 4988), **must** be filed by **all** persons residing in the residence that are not required to file a federal and/or state income tax return.

- Supply a copy of proof of income for the most recent one-month period for **all** household members (current pay stubs, benefit statement, etc.)

- Supply identification, proof of residency and ownership if requested by the Assessor or Board of Review (211.7u).

If the applicant fails to supply all the required documents or if it is found that the information supplied is fraudulent, the application shall be denied.

Income Test

Applicant's income shall not exceed the federal poverty income thresholds as defined and determined annually by the U.S. Department of Commerce or 40% of the median income for Shiawassee County as provided by the State of Michigan Housing Development Authority, whichever threshold is higher. The most recent available income guidelines will be used. (See attached defined income)

2016 Income Standards Poverty Threshold

Number of persons residing in homestead	Annual allowable income
1 person	15,440.
2 persons	17,640.
3 persons	20,090.
4 persons	24,250.
5 persons	28,410.
6 persons	32,570.
7 persons	36,730.
8 persons	40,890.
Each additional person, add	4,160.

Income of students under the age of 18 years, **shall not** be included as income

Asset Test

The value of property in **excess** of what is considered part of the original homesteads minimum zoning required footprint for that home shall be considered an asset.

According to the MTT Small Claims Division Docket 236230, 8/13/1997, the MTT views the asset test to be: ***an indication of funds available which may be used to pay one's taxes....and not the inclusion of equity in one's home.***

Assets include, but are not limited to: real estate other than principal residence minimum footprint, motor vehicles, recreational vehicles and equipment, certificates of deposits, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc. For purposes of this paragraph, the Board of Review shall consider the value of the assets and shall not reduce such value by any indebtedness owed on such assets, or indebtedness otherwise owed by the applicant(s).

Assets, (except the original homestead and minimum zoning required footprint, essential household goods and the first \$5,000 of the market value of a motor vehicle), shall not exceed \$4,000 (four thousand) dollars for individual applicant and/or \$6,000 (six thousand) dollars per household if more than one financial contributor.

The Bureau of the Census defines income to include the following:

1. Money wages and salaries before any deductions.
2. Net receipts from non-farm self-employment. These are receipts from a person's own business, professional enterprise, or partnership, after deductions for business expenses.
3. Net receipts from farm self-employment. These are receipts from a farm which one operates as an owner, renter, or sharecropper, after deductions for farm operating expenses.
4. Regular payments from social security, railroad retirement, unemployment compensation, strike benefits from union funds, workers' compensation, veterans' payments, public assistance (including Aid to Families with Dependent Children, Supplemental Security Income, Emergency Assistance money payments, and non-Federally-funded General Assistance or General Relief money payments).
5. Alimony, child support, and military family allotments or other regular support from an absent family member or someone not living in the household.
6. Private pensions, government employee pensions (including military retirement pay), and regular insurance or annuity payments.
7. College or university scholarships, grants, fellowships, and assistantships.
8. Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, and net gambling or lottery winnings.

Income does not include the following:

1. Money received from the sale of property such as stocks, bonds, a house, or a car unless a person is in the business of selling such property.
2. Withdrawals of bank deposits and borrowed money.
3. Tax refunds, gifts, loans, lump-sum inheritances, one-time insurance payments.
4. Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
5. Federal non-cash benefit programs such as Medicare, Medicaid, food stamps, school lunches.

CITY OF OWOSSO
Property Tax
POVERTY EXEMPTION APPLICATION

I, _____, being the owner and resident of the property listed below, desire to apply for Tax Relief under Section 7u of the Michigan General Property Tax Act: (The Homestead property of persons who, in the judgement of the Assessor and Board of Review, by reason of poverty, are unable to contribute toward the public charges, are exempt from taxation under this act).

IF JOINT APPLICATION, YOU MUST PROVIDE THE FOLLOWING INFORMATION FOR BOTH PARTIES:

PROPERTY & APPLICANT INFORMATION

Parcel Number: 050-
Address: _____ Phone No: _____
Marital Status (Check One): Married ☐ Single ☐ Separated ☐
 Divorced ☐ Widow ☐ Widower ☐
Age of Applicant: _____
Is this property your homestead (primary residence)? _____
How long have you lived at this address? _____

**DO YOU OWN, OR ARE YOU BUYING, ANY OTHER PROPERTY? YES_ NO_
IF YES, LIST.**

Property Address	Assessed Value	Joint Ownership?
_____	_____	_____
_____	_____	_____

BANK ACCOUNTS & SAVINGS (List All Accounts Separately)

Name of Bank, Savings & Loan or Credit Union	Amount On Deposit Now	In Whose Name Is The Account?
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OTHER ASSETS

Motor Vehicles (Including Motorcycles, Motor Homes, etc):

Make _____	Year _____	Value _____
Make _____	Year _____	Value _____
Make _____	Year _____	Value _____

Other (Boats, Travel Trailers, ATV's, Snowmobiles, Antiques, Etc.):

Type _____ Value _____ Type _____ Value _____
Type _____ Value _____ Type _____ Value _____

Savings Bonds (List each separately):

Bond _____ Current Value _____
Bond _____ Current Value _____

Stocks, Bonds, Mutual Funds, Mortgages, Land Contracts Held, Etc. (List each separately):

Current Value _____	Dividends & Interest Received in Previous Year _____
Current Value _____	Dividends & Interest Received in Previous Year _____
Current Value _____	Dividends & Interest Received in Previous Year _____

Life Insurance Policies:

Person(s) Insured _____ Current Cash Value _____
 Person(s) Insured _____ Current Cash Value _____

HOUSEHOLD INFORMATION

List All Persons Living at Your Address (or college students) and How They Contribute to Your Income and/or Bills:

[illegible]

INCOME INFORMATION

You **must** list **all** sources of income including salaries, social security, rents, interest income, pension, unemployment, workman's comp, child support, alimony, claims & lawsuits, income tax refunds, military benefits and any other income whether taxed or untaxed.

Source	Amount	Per (week, month, year, etc.)
	Total Per Year	
	OR Total Per Month	

OTHER INFORMATION

Is anyone not living with you (friend, relative, etc.) contributing to the household income or helping to pay your expenses? If yes, explain:

Do you expect any Federal or State Income Tax refunds for the current year? _____
If yes, what is the amount of the refund? _____

Did you apply for the Homestead Property Tax Credit for the current year? _____
If yes, what is the amount of the credit? _____

Did you apply for the Homestead Property Tax Credit for the previous year? _____
If yes, what was the amount of the credit? _____

Do you plan or anticipate any changes in your living arrangements or financial situation in any way this year? If yes, explain:

Please add any other information that you feel is important to this application.

Application Required Documents Checklist:

- ___ Federal Income Tax Return (previous year) or Poverty Exemption Affidavit if filing is not required.
- ___ State Income Tax Return (previous year) or Poverty Exemption Affidavit if filing is not required
- ___ Property Tax Credit Return (previous year)
- ___ Proof of Income (most recent one month period – pay stubs, benefit statements, etc.)
- ___ Proof of Identity (drivers license, pictured identification, etc.)
- ___ Proof of ownership (deed, contract, etc.)

I certify that the above information is true and correct to the best of my knowledge and that if it is found that the information I supplied is fraudulent or misrepresented in any way, my application **will be denied.**

Signature_____ Date_____

***IF YOU HAVE ANY QUESTIONS OR NEED HELP FILLING OUT THIS APPLICATION, PLEASE
FEEL FREE TO CALL THE ASSESSING OFFICE MONDAY-FRIDAY 9:00 AM TO 5:00 PM AT
725-0530.***

**CITY OF OWOSSO
SCHEDULE OF REGULAR MEETINGS
FOR THE CALENDAR YEAR BEGINNING JANUARY 1, 2016**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Act 267, Public Acts of 1976, of the schedule of Regular Meetings of the City of Owosso, County of Shiawassee, State of Michigan for the calendar year beginning January 1, 2016. The Board, dates, time and place of said regular meetings shall be as follows:

CITY COUNCIL					
The 1 st and 3 rd Monday of each month, except as noted – 7:30 p.m., local prevailing time					
Owosso City Hall, Council Chambers					
JAN 04	MAR 07	MAY 02	JUL 05*	SEP 06*	NOV 07
JAN 19*	MAR 21	MAY 16	JUL 18	SEP 19	NOV 21
FEB 01	APR 04	JUN 06	AUG 01	OCT 03	DEC 05
FEB 16*	APR 18	JUN 20	AUG 15	OCT 17	DEC 19
DOWNTOWN DEVELOPMENT AUTHORITY / OWOSSO MAIN STREET			DOWNTOWN HISTORIC DISTRICT COMMISSION		
The 1 st Wednesday of each month, except as noted – 7:30 a.m., local prevailing time			The 3 rd Wednesday of each month - 6:00 p.m., local prevailing time		
Owosso City Hall, Council Chambers			Owosso City Hall, Council Chambers		
JAN 06	MAY 04	SEP 07	JAN 20	MAY 18	SEP 21
FEB 03	JUN 01	OCT 05	FEB 17	JUN 15	OCT 19
MAR 02	JUL 06	NOV 02	MAR 16	JUL 20	NOV 16
APR 06	AUG 03	DEC 07	APR 20	AUG 17	DEC 21
EMPLOYEES RETIREMENT SYSTEM BOARD			OWOSSO HISTORICAL COMMISSION		
The 4 th Wednesday of even months, except as noted - 7:15 a.m., local prevailing time			The 2 nd Monday of each month, except as noted – 7:00 p.m., local prevailing time		
Owosso City Hall, Council Chambers			Curwood Castle, 226 Curwood Castle Drive		
FEB 24	JUN 22	OCT 26	JAN 11	MAY 09	SEP 12
APR 27	AUG 24	DEC 14*	FEB 08	JUN 13	OCT 11*
			MAR 14	JUL 11	NOV 14
			APR 11	AUG 08	DEC 12
PARKS & RECREATION COMMISSION			PLANNING COMMISSION		
The 4 th Monday of each month, except as noted – 6:00 p.m., local prevailing time			The 4 th Monday of each month, except as noted – 7:00 p.m., local prevailing time		
Owosso City Hall, Council Chambers			Owosso City Hall, Council Chambers		
JAN 25	MAY 23	SEP 26	JAN 25	MAY 23	SEP 26
FEB 22	JUN 27	OCT 24	FEB 22	JUN 27	OCT 24
MAR 28	JUL 25	NOV 28	MAR 28	JUL 25	NOV 28
APR 25	AUG 22	DEC 12*	APR 25	AUG 22	DEC 12*
ZONING BOARD OF APPEALS			* = Rescheduled due to legal holiday on regular meeting date or other scheduling conflict		
The 3 rd Tuesday of each month, except as noted – 9:30 a.m., local prevailing time					
Owosso City Hall, Council Chambers					
JAN 19	MAY 17	SEP 20			
FEB 16	JUN 21	OCT 18			
MAR 15	JUL 19	NOV 15			
APR 19	AUG 16	DEC 20			

The City of Owosso will provide necessary auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two (72) hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids or services should contact the City of Owosso by writing or calling the following: Amy K. Kirkland, City Clerk, 301 West Main Street, Owosso, MI 48867 (989) 725-0500.



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 • FAX (989) 723-8854

MEMORANDUM

DATE: November 16, 2015

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Traffic Control Order #1340

Hayley Nellis, owner of The Stretch Studio, requests the use of a single lane of the following streets for a 5k Fun Run December 12, 2015 from 11:30am until 1:00pm.:

Starting at E. Exchange and N. Washington St.
West on E. Exchange St. to N. Water St.;
north on N. Water St. to W. King St.;
east on E. King St. to N. Dewey St.;
N. Dewey St. north to Moore St.;
east on Moore St. to N. Gould St.;
south on N. Gould St. to Mason St.;
west on Mason St. to N. Washington St.;
South on N. Washington St. to starting point.

The applicant is also asking for a waiver of the insurance requirement. Additional traffic control will be provided by the event organizers to ensure the safety of the runners.

The Public Safety Department has issued Traffic Control Order No. 1340 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval, waiver of the insurance requirement, and further authorization of the traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

1340

11/16/15

2:00 pm

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Street Closure – one lane only

LOCATION OF CONTROL

Starting at E. Exchange and N. Washington St.
west on Exchange to Water;
north on Water to King;
east on King to Dewey;
north on Dewey to Moore;
east on Moore to Gould;
south on Gould to Mason;
west on Mason to Washington;
south on Washington to starting point.

EVENT: **Saturday, December 12, 2015**

11:30am – 1:00pm

5k Fun Run

APPROVED BY COUNCIL

_____, 20____

REMARKS

APPLICATION FOR USE OF
PARKING LOTS, PARADES, OR SIMILAR EVENTS

301 W.

OWOSSO

MAIN OWOSSO, MICHIGAN 48867-2958 · (989) 725-0550 · FAX 725-0526

The request for use of the parking lots, parade, or similar event shall be submitted to the Director of Public Safety not less than 14 days nor more than 120 days before the date for which the use is requested.

The submission of a request by an individual or organization for a traffic control order pursuant to these rules and regulations shall constitute an agreement to indemnify and hold the City and its officers and employees harmless from any and all liability arising from the event or activities for which the request is made.

Name of individual or group:

Stretch Studio

Date:

11.10.15

Primary Contact Person

Name:

Hayley Nellis

Title:

Address:

120 N. Washington
Owosso, MI 48867

Phone:

(517) 490-1059

Requested Date(s):

12.12.15

Requested Hours:

11:30 - 1:00

Area Requested (Parking Lot - Parade Route):

see attached

Detailed description of the use for which the request is made:

5K route

- ☐ Attach copies of any rules or policies applicable to persons participating in the event.
- ☐ Evidence to the City of insurance coverage applicable to the event or activity naming the City as an additional insured in an amount of not less than \$500,000 combined single limit.
- or
- ☒ The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

Do Not Write Below This Line - For Officials Use Only

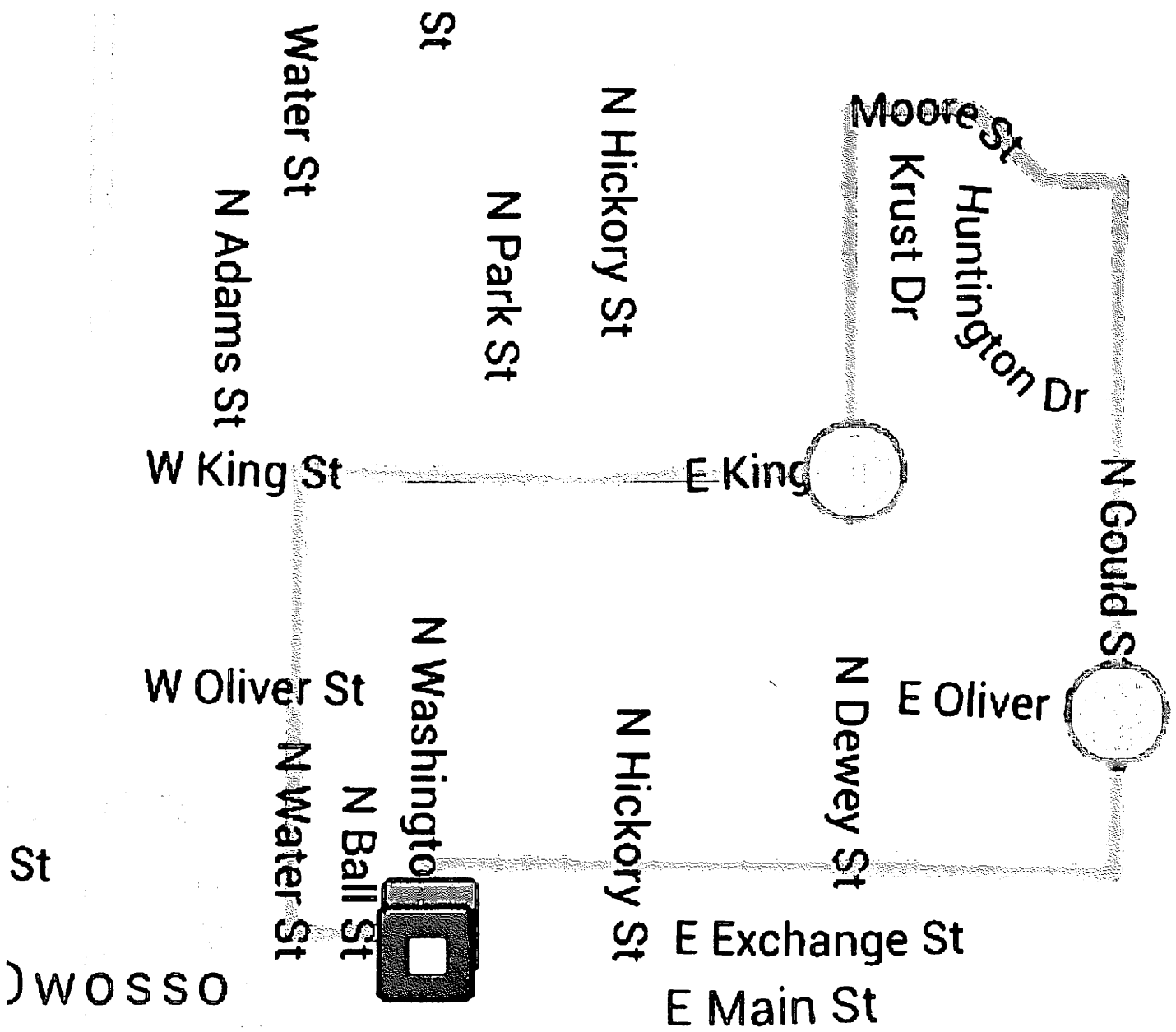
Approved ☐

Not Approved ☐

Date: _____

Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson





301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 • FAX (989) 723-8854

MEMORANDUM

DATE: November 20, 2015
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: Traffic Control Order #1341

First United Methodist Church requests a waiver of the insurance requirement and the use of the following streets for a Living Nativity Scene:

Washington St. north from North St. to the church parking lot (one way heading north)
Water St. south church driveway to North St. (one way heading south)

Requested date/time:

Saturday, December 12, 2015
5:30 pm – 10:00 pm

Viewers will line up on North Washington Street with Community Radio Watch providing traffic control services where North Street intersects Washington and Water Streets to ensure the safety of all involved. Cars will continue north on Washington to the church parking lot where they will be routed around the church and on to Water Street facing southbound. As a good portion of the route is located on private property the TCO covers only Washington and Water Streets north of North Street.

The Public Safety Department has issued Traffic Control Order No. 1341 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval of the application, waiver of the insurance requirement, and authorization of the traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

1341

11/20/15

10:00 am

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Street Closure

LOCATION OF CONTROL

Washington St. from North St. to the FUMC parking lot
(one-way heading north)

Water St. from FUMC driveway to North St.
(one-way heading south)

EVENT: **Saturday, December 12, 2015** **5:30 pm – 10:00 pm**

Living Nativity Scene

APPROVED BY COUNCIL

_____, 20 ____

REMARKS



APPLICATION FOR USE OF
PARKING LOTS, PARADES, OR SIMILAR EVENTS

301 W. MAIN OWOSSO, MICHIGAN 48867-2958 • (989) 725-0550 • FAX 725-0526

The request for use of the parking lots, parade, or similar event shall be submitted to the Director of Public Safety not less than 14 days nor more than 120 days before the date for which the use is requested.

The submission of a request by an individual or organization for a traffic control order pursuant to these rules and regulations shall constitute an agreement to indemnify and hold the City and its officers and employees harmless from any and all liability arising from the event or activities for which the request is made.

Name of individual or group: First United Methodist Church Date: 11/19/15

Primary Contact Person

Name:

Mike Ardelean

Title:

Traffic Chairman for FUMC

Address:

1500 N. Water St.

Owosso MI 48867

Phone:

989-277-0984

Requested Date(s): Dec 12, 2015

Requested Hours: 5:30 - 10:00

Area Requested (Parking Lot - Parade Route): Washington St north of North St

to one way E Water St south to North St. one way south
Temporarily barricading North St cross traffic

Detailed description of the use for which the request is made: Living Nativity Scene

with Live Camels etc. CRW will assist with

- ☐ Attach copies of any rules or policies applicable to persons participating in the event.
- ☐ Evidence to the City of insurance coverage applicable to the event or activity naming the City as an additional insured in an amount of not less than \$500,000 combined single limit.
- or
- ☒ The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

Do Not Write Below This Line - For Officials Use Only

Approved ☐ Not Approved ☐

Date: _____

Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson

OWOSSO



 = Public Street

 = Private Street/Drive



MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: December 7, 2015
TO: Owosso City Council
FROM: Mark Sedlak, Director of Public Services
SUBJECT: 2015 Street Patches Program, Part 2 change order #1

RECOMMENDATION:

I recommend approving Change Order #1 deducting \$4,456.63 from the contract with One-Way Asphalt Paving & Excavating, Inc. for the 2015 Street Patches Program.

BACKGROUND:

On November 2, 2015, City Council approved a contract to One-Way Asphalt Paving & Excavating, Inc. to finish the 2015 Street Patches Program started by Black Jack Asphalt, whose contract was terminated. Some of the patches had been done by the previous contractor, resulting in a reduction of \$4,456.63 from the contract price, changing the total from \$44,035.25 to \$39,578.62.

FISCAL IMPACTS:

Funds for this contract are available in Account No. 202-463-818-000 major street maintenance fund.

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NO. 1
TO THE CONTRACT WITH ONE-WAY ASPHALT PAVING & EXCAVATING, INC.
FOR THE 2015 STREET PATCHES PROGRAM, PART II**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract to One-Way Asphalt Paving & Excavating, Inc. to finish the 2015 Street Patches Program on November 2, 2015; and

WHEREAS, some of the patches were completed by the previous contractor, resulting in a contract decrease of \$4,456.63.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

FIRST: The City of Owosso amends the contract with One-Way Asphalt Paving & Excavating, Inc. to reflect the above changes.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Amendment No. 1 to the Contract for services between the City of Owosso and One-Way Asphalt Paving & Excavating, Inc., changing the contract from \$44,035.25 to \$39,578.62.

**CITY OF OWOSSO
CONTRACT CHANGE ORDER NO. 1**

Page 1 of 1

TO: ONE WAY ASPHALT

Date: 11/17/2015

CONTRACT: 2015 Street Patches Bid

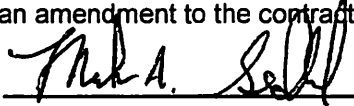
PROJECT NO.:

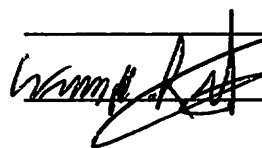
You are hereby requested to comply with the following changes from the contract plans and specifications:

1 Item No.	2 Description - Quantities, Units, Unit Prices, Completion Schedule, Etc.	3 Decrease Contract Price	4 Increase Contract Price
1	(SFT of 2" Patches @ \$2.40/SFT)		\$ 1,806.08
2	(SFT of 4" Patches @ \$3.70/SFT)	\$6,388.73	
3	(SFT of 6" Patches @ \$4.70/SFT)	\$10,294.38	
4	(SFT of 6" Patches over 8" Concrete @ \$8.7/SFT)		\$ 3,168.00
	Additional Work		
	Addition Saw Cutting		\$ 362.40
	Emmerson School Dewey Street sidewalk		\$ 6,890.00
	Change in contract price due to this Change Order		
	Total Decrease	(\$16,683.10)	XXXXXXXXXXXXXX
	Total Increase	XXXXXXXXXXXXXX	\$12,226.48
	Difference between Co. 3 & 4		(\$4,456.63)
	Net DECREASED contract price		(\$4,456.63)

Original Contract Price:	\$ 44,035.25
Total Net Addition or Deduction by previous C.O. No.	\$ -
Total Amount of Contract Prior to this Change Order:	\$ 44,035.25
Net Addition or Deduction this Change Order No.: #1	(\$4,456.63)
Net Amount of Contract to date:	\$ 39,578.62

This time provided for completion in contract is (unchanged) (increased) (decreased) by _____ calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by:  **Approved by:** _____

Accepted by: 



MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: December 7, 2015
TO: Owosso City Council
FROM: Mark Sedlak, Director of Public Services
SUBJECT: 2015 Street Patches Program Change Order # 2

RECOMMENDATION:

I recommend approval of Change Order No.2 adding \$6,790.00 to the contract with One-Way Asphalt Paving & Excavating, Inc. for additional work performed near Emerson School.

BACKGROUND:

On November 2, 2015, City Council approved a contract with One-Way Asphalt Paving & Excavating, Inc. to complete the 2015 Street Patches Program after the termination of the contract with Black Jack Asphalt. Additional work to patch Dewey Street by Emerson School was required, at a cost of \$6,790.00 changing the total contract amount to \$46,368.62 from \$39,578.62.

FISCAL IMPACTS:

Funds for this change in contract are available from Account No. 202-463-818-000 major street maintenance fund.

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NO. 2
TO THE CONTRACT WITH ONE-WAY ASPHALT PAVING & EXCAVATING, INC.
FOR THE 2015 STREET PATCH PROGRAM, PART II**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract to One-Way Asphalt Paving & Excavating, Inc. to finish the 2015 Street Patches Program on November 2, 2015; and

WHEREAS, the City requested additional work from One-Way Asphalt Paving & Excavating, Inc. for a street patch on Dewey Street at Emerson School.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso amends the contract with One-Way Asphalt Paving & Excavating, Inc. to add additional work to their contract in the amount of \$6,790.00.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Exhibit A, Amendment No. 2 to the Contract for services between the City of Owosso and One-Way Asphalt Paving & Excavating, Inc. increasing the total contract amount to \$46,368.62.
- THIRD: The accounts payable department is authorized to pay One-Way Asphalt Paving & Excavating, Inc. for work satisfactorily completed on Change Order No. 2.
- FOURTH: The above expenses shall be paid from General Fund Account No. 202- 463-818-000 major street maintenance fund.

**CITY OF OWOSSO
CONTRACT CHANGE ORDER NO. 2 Final**

Page 1 of 1

TO: ONE WAY ASPHALT

Date: 11/17/2015

CONTRACT: 2015 Street Patches Bid

PROJECT NO.:

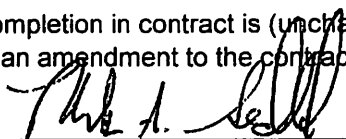
You are hereby requested to comply with the following changes from the contract plans and specifications:

1 Item No.	2 Description - Quantities, Units, Unit Prices, Completion Schedule, Etc.	3 Decrease Contract Price	4 Increase Contract Price
	Additional Work Emmerson School Dewey Street Paving Street		\$ 6,790.00
	Change in contract price due to this Change Order		
	Total Decrease	\$0.00	XXXXXXXXXXXX
	Total Increase	XXXXXXXXXXXX	\$6,790.00
	Difference between Co. 3 & 4		\$6,790.00
	Net INCREASED contract price		\$6,790.00

Original Contract Price:	\$ 44,035.25
Total Net Addition or Deduction by previous C.O. No.	\$ (4,456.63)
Total Amount of Contract Prior to this Change Order:	\$ 39,578.62
Net Addition or Deduction this Change Order No.: #2	\$6,790.00
Net Amount of Contract to date:	\$ 46,368.62

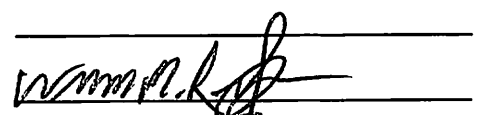
This time provided for completion in contract is (~~unchanged~~) (~~increased~~) (~~decreased~~) by 0 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by:



Approved by:

Accepted by:





MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: December 7, 2015
TO: Owosso City Council
FROM: Mark Sedlak, Director of Public Services
SUBJECT: Westown Parking Lot Change Order #2

RECOMMENDATION:

I recommend approving Change Order No. 2 increasing the contract amount for the Westown Parking Lot Construction Contract with Sumbera Excavating, Inc. in the amount of \$4,973.01 for a street patch and drive approach to the Westown parking lot.

BACKGROUND:

On August 3, 2015, City Council approved a contract with Sumbera Excavating, Inc. in the amount of \$40,429.68 for construction of a parking lot at 111 S. Lansing Street. The City has requested additional work to be performed, specifically paving the drive approach to the parking lot and a street patch repairing the street where a storm sewer was installed for the lot.

FISCAL IMPACTS:

Funds for this change in contract are available in General Fund Account No. 101-585-974.000WESTOWNLOT.

RESOLUTION NO.
AUTHORIZING CHANGE ORDER NO. 2
TO THE CONTRACT WITH
SUMBERA EXCAVATING, INC.
FOR CONSTRUCTION OF THE WESTOWN PARKING LOT

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract to Sumbera Excavating, Inc. on August 3, 2015 for construction of a new parking lot on South Lansing Street in Westown; and

WHEREAS, the City has requested additional work from Sumbera Excavating, Inc. to asphalt the driveway approach to the lot and a storm sewer street patch.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso amends the contract with Sumbera Excavating, Inc. to add additional work to their contract.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Exhibit B, Contract Change Order No. 2-Final to the Contract for Services Between the City of Owosso and Sumbera Excavating, Inc. – Westown Parking Lot Construction increasing the total amount by \$4,973.01.
- THIRD: The accounts payable department is authorized to pay Sumbera Excavating, Inc. for work satisfactorily completed up to amount of the contract including Change Order No. 2.
- FOURTH: The above expenses shall be paid from General Fund Account No. 101-585-974.000 WESTOWNLOT.

Page 1 of 1

Date: 11/23/2015

PROJECT NO.:

1 Item No.	2 Description of Changes - Quantities, Units, Unit Prices, Change in Completion Schedule, Etc.	3 Decrease Contract Price	4 Increase Contract Price
	Change in contract price due to this Change Order		
	Total Decrease	(\$590.94)	
	Total Increase	XXXXXXXXXXXXX	\$5,563.95
	Difference between Co. 3 & 4		\$4,973.01
	Net INCREASED contract price		\$4,973.01

Original Contract Price:	\$ 40,429.68
Total Net Addition or Deduction by previous C.O. No. 1	\$ 7,180.00
Total Amount of Contract Prior to this Change Order: 1	\$ 47,609.68
Net Addition or Deduction this Change Order No.: 2	\$4,973.01
Net Amount of Contract to date:	\$ 52,582.69

Recommended by: Mark A. Sells

Approved by: / /

Accepted by: *[Signature]*

**CITY OF OWOSSO
CONTRACT CHANGE ORDER NO. 1-FINAL**

Page 1 of 2

TO: _____

Date: 11/23/2015

CONTRACT: _____

PROJECT NO.: _____

You are hereby requested to comply with the following changes from the contract plans and specifications:

1 Item No.	2 Description of Changes - Quantities, Units, Unit Prices, Change in Completion Schedule, Etc.	3 Decrease Contract Price	4 Increase Contract Price
1	No Change in(2 EACH of Erosion Control, Inlet Protection, Fabric Drop @ \$50.00/EACH)		
2	(+ 32.11 CYD of Excavation, Earth @ \$9.00/CYD)		\$450.00
3	(+26.25 LFT of Sawcutting @ \$3.00/LFT)	\$18.00	
4	(- 2.67 SYD of Pavt, Rem,Modified @ \$4.50/SYD)		
5	(+ 1.32 SFT of Sidewalk, Rem @ \$1.00/SFT)		\$6.00
6	(+ 2 LFT of Curb & Gutter, Rem @ \$9.00/LFT)		\$18.00
7	(+ 30.74 CYD of Subgrade undercutting, Type II @ \$20.00/CYD)		\$800.00
8	No Change in (1.08 STA of Timming & Finishing Earth Grade @ \$370.00/STA)		
9	No Change in(1 EACH Drainage Structure, 24" catch Basin @ \$625.00/EACH)		
10	No Change in(1 EACH Dr Structure Cover,E.J. 1060, M2 Cover @ \$625.00/EACH)		
11	(- 2 LFT of Sewer, Storm, 6", SDR-26 Special Trench Detail @ \$23.00/LFT)	\$46.00	
12	(- 10.72 SYd Driveway, Nonreinf Conc, 6" @ \$30.25/SYD)	\$324.28	
13	(+ 81 SFT of Sidewalk, Conc, 4" @ \$3.00/SFT)		\$243.00
14	(+ 0.05 SFT of Sidewalk, Conc, 6" @ \$3.50/SFT)		\$1.75
15	(- 32 SFT of Sidewalk Ramp, Conc, 7" @ \$3.95/SFT)	\$126.40	
16	(CYD of Granular Material, Class II ,LM @ \$7.25/CYD)	\$36.25	
17	(+ 0.60 LFT of Curb & Gutter, Det F-2 Mod @ \$14.50/LFT)		\$8.70
18	(+ 4 LFT of Curb & Gutter, Det F-2 Mod @ \$16.50/LFT)		\$66.00
19	(- 10.13 SFT of Conc Pavt, Nonreinf, 7" @ \$3.95/SFT)	\$40.01	
20	No Chage in (604 SYD of Geotextile Separator @ \$2.00/SYD)		
21	Used Alternate Bib (604 SYD of Aggregate Base,6" Mod @ \$8.54/SYD)		
22	Used Alternate Bib(90 TON of HMA 13A @ \$100.00/TON)		
23	Used Alternate(55 TON of HMA 36A @ \$96.00/TON)		
24	(TON of Hand Patching @ \$100.00/TON)		
25	(+ 19.74 SYD of Lawn Restoration @ \$7.25/SYD)		\$420.50
26	No Change in (1 LSUM Traffic Control @ \$400.00/LSUM)		
	Alterate Bib		
	Alterate Bib Deduct (604 SYD of Aggregate Base, 6" Mod @ -\$8.54/SYD)		
	No Change in (604 SYD of Aggregate Base, 4" Mod @ \$5.67/SYD)		
	Alternte Bib Dedcut (90 Ton HMA 13A @ -\$100.00/TON)		
	Alternte Bib Dedcut (55 Ton HMA 36A @ \$96.00/TON)		
	No Change in (604 SYD Conc Pavt, Nonreinf, 6" @ \$29.95/SYD)		
	Additional Work		
	Asphalt Ramp LSUM @ \$250.00/LSUM		\$250.00
	Asphalt Driveway LSUM @ \$450.00/LSUM		\$450.00
	Street Patch LSUM @ \$2500.00/ LSUM		\$2,500.00
	Expansion Joint With Sealer @ \$350.00/LSUM		\$350.00
	No Change in Change Order #1		

**PERIODIC COST ESTIMATE
CITY OF OWOSSO
301 W. MAIN
OWOSSO, MI 48867**

Page 1 of 2 Pages

1. Estimate No.:

1

4. Date Prepared

11/23/2015

5. Period Ending

11/20/2015

2. Sponsor's Name

CITY OF OWOSSO

3. Sponsor's Address

301 W. MAIN

OWOSSO, MI 48867

6. Project No.

7. Name of Project

WESTTOWN PARKING LOT
2015

8. Location of Project

111 S. LANSING ST.

9. State:

MI

10. Name of Contractor

SUMBERA EXCAVATING

11. Address of Contractor

6490 W McBride
Owosso MI 48867

12. Work Performed Under:

Lump Sum Contract: ☐

Unit Price Contract: ☒

Force Account: ☐

13. Description of Work

New Parking Lot on Lansing Street

14. Sponsor's Contract No.

15. Original Estimated Cost this
Contract or Force Account

\$40,429.68

16. Completion Time:

17. Percent Physical Completion

18. Dates

a. Notice to
Proceed

b. Work to Commence

c. Completion
Date

d. Est. or Actual
Completion

130%

19. No of Days Contractor is

a. Ahead

b. In Arrears

20
Item
No.

21. Description of Item

22. LATEST REVISED DETAILED ESTIMATE

a.
Quantity

b.
Unit

c.
Unit
Price

d.
Amount

23. WORK PERFORMED TO DATE

a.
Quantity

b.
Amount

c.
%

1	Erosion Control Inlet Protection, Fabric Drop	2	EACH	\$ 50.00	\$ 100.00	2.00	\$ 100.00	100%
2	Excavation, Earth	380	CYD	\$ 9.00	\$ 3,420.00	430.00	\$ 3,870.00	113%
3	Sawcutting	80	LFT	\$ 3.00	\$ 240.00	74.00	\$ 222.00	93%
4	Pavt, Rem, Modified	10	SYD	\$ 4.50	\$ 45.00	10.00	\$ 45.00	100%
5	Sidewalk, Rem	282	SFT	\$ 1.00	\$ 282.00	288.00	\$ 288.00	102%
6	Curb & Gutter Rem	72	LFT	\$ 9.00	\$ 648.00	74.00	\$ 666.00	103%
7	Subgrade Undercutting, type II	20	CYD	\$ 20.00	\$ 400.00	60.00	\$ 1,200.00	300%
8	Trimming & Finishing Earth Grade	1.08	STA	\$ 370.00	\$ 399.60	1.08	\$ 399.60	100%
9	Drainage Structure, 24" Catch Basin	1	EACH	\$ 625.00	\$ 625.00	1.00	\$ 625.00	100%
10	Dr Structure Cover, E.J. 1060 2M Cover	1	EACH	\$ 625.00	\$ 625.00	1.00	\$ 625.00	100%
11	Sewer, Storm, 6", SDR-26 Special Trench Detail	67	LFT	\$ 23.00	\$ 1,541.00	65.00	\$ 1,495.00	97%
12	Driveway, Nonreinf Conc, 6"	30	SYD	\$ 30.25	\$ 907.50	19.28	\$ 583.22	64%

24. CERTIFICATION OF CONTRACTOR

I hereby certify that the work performed and materials supplied to date, as shown on this periodic cost estimate, represent the actual value of accomplishment under the terms of this contract in conformity with approved plans and specification; that the quantities shown were properly determined and are correct; and that there has been full compliance with all labor provisions included in the contract identified above.

11-24-15

Date

for Sumbera Exc
Name of Contractor

BY:

for Sumbera Exc
Signature

Pres
Title

25. ACKNOWLEDGMENT AND CONCURRENCE OF PROJECT ENGINEER

I have examined this periodic cost estimate and concur in the certificate of the contractor.

11-23-15

Date

Michael A. Sealf
Signature, Project Engineer

PERIODIC COST ESTIMATE

Page 2 of 2 Pages

CITY OF OWOSSO

301 W. MAIN

OWOSSO, MI 48867

1. Estimate No.:

1

Items and Column are numbered to correspond to those on Page 1 of this form.

6. Project No.

7. Name of Project

8. Location of Project

14. Sponsor's Contract No.

WESTTWN PARKING LOT

Lansing Street

20

Item

No.

21. Description of Item

22. LATEST I E D

23. WORK PERFORMED TO DATE

a.

b.

c.

d.

a.

b.

c.

Quantity

Unit

Unit

Amount

Quantity

A mount

%

Price

13	Sidewalk, Conc, 4 "	176	SFT	\$ 3.00	\$ 528.00	257	\$ 771.00	146%
14	Sidewalk, Conc, 6 "	112	SFT	\$ 3.50	\$ 392.00	112.5	\$ 393.75	100%
15	Sidewalk Ramp, Conc, 7"	32	SFT	\$ 3.95	\$ 126.40	0	\$ -	0%
16	Granular Material, Class II, LM	25	CYD	\$ 7.25	\$ 181.25	20	\$ 145.00	80%
17	Curb & Gutter, Det F-2, Mod	315	LFT	\$ 14.50	\$ 4,567.50	315.6	\$ 4,576.20	100%
18	Curb & Gutter, Det F-4, Mod	70	LFT	\$ 16.50	\$ 1,155.00	74	\$ 1,221.00	106%
19	Conc Pavt, Nonreinf, 7"	55	SFT	\$ 3.95	\$ 217.25	44.87	\$ 177.24	82%
20	Geotextile Separator	604	SYD	\$ 2.00	\$ 1,208.00	604	\$ 1,208.00	100%
21	Aggregate Base, 6", Mod	604	SYD	\$ 8.54	\$ 5,158.16	0	\$ -	0%
22	HMA, 13A	90	TON	\$ 100.00	\$ 9,000.00	0	\$ -	0%
23	HMA ,36A	55	TON	\$ 96.00	\$ 5,280.00	0	\$ -	0%
24	Hand Patching	3	TON	\$ 100.00	\$ 300.00	3	\$ 300.00	100%
25	Lawn Restoration	142	SYD	\$ 7.25	\$ 1,029.50	200	\$ 1,450.00	141%
26	Traffic Control	1	LSUM	\$ 400.00	\$ 400.00	1	\$ 400.00	100%
ALTERNATE BID								
DEDUCT	Aggregate Base, 6", Mod	604	SYD	\$ (8.54)	\$ (5,158.16)	0	\$ -	0%
ADD	Aggregate Base, 4", Mod	604	SYD	\$ 5.67	\$ 3,424.68	604	\$ 3,424.68	100%
DEDUCT	HMA, 13A	90	TON	\$ (100.00)	\$ (9,000.00)	0	\$ -	0%
DEDUCT	HMA ,36A	55	TON	\$ (96.00)	\$ (5,280.00)	0	\$ -	0%
ADD	Driveway, Nonreinf Conc, 6"	604	SYD	\$ 29.25	\$ 17,667.00	604	\$ 17,667.00	100%
ADDITIONAL WORK								
	Asphalt Ramp		LSUM	\$ 250.00		1	\$ 250.00	
	Asphalt Drive		LSUM	\$ 450.00		1	\$ 450.00	
	Expansion Joint and Sealer		LSUM	\$ 350.00		1	\$ 350.00	
	Street Patch		LSUM	\$ 2,500.00		1	\$ 2,500.00	

PERIODIC COST ESTIMATE

Page 3 of 3 Pages

CITY OF OWOSSO

301 W. MAIN

OWOSSO, MI 48867

1. Estimate No.:

1

Items and Column are numbered to correspond to those on Page 1 of this form.

6. Project No.

7. Name of Project

WESTTOWN PARKING LOT

8. Location of Project

Lansing Street

14. Sponsor's Contract No.

20

Item

No.

21. Description of Item

22. LATEST REVISED DETAILED ESTIMATE

a.

Quantity

b.

Unit

c.

Unit
Price

d.

Amount

a.

Quantity

b.

A mount

c.

%

23. WORK PERFORMED TO DATE

ADDITIONAL FENCE

6' Ind V/CL

80

LFT

\$ 24.45

\$ 1,956.00

80

\$ 1,956.00

100%

2-12" End

1

EA

\$ 103.50

\$ 103.50

1

\$ 103.50

100%

2-1/2" Conner

1

EA

\$ 130.30

\$ 130.30

1

\$ 130.30

100%

4' Ind V/CL

10

LFT

\$ 18.85

\$ 188.50

10

\$ 188.50

100%

2-12" End

1

EA

\$ 49.90

\$ 49.90

1

\$ 49.90

100%

Labor

1

LSUM

\$ 2,051.80

\$ 2,051.80

1

\$ 2,051.80

100%

Lawn Restoration After Fence Installed

1

LSUM

\$500.00

\$ 500.00

1

\$ 500.00

100%

6' Hedgeline 80 Feet

1

LSUM

\$ 2,000.00

\$ 2,000.00

1

\$ 2,000.00

100%

4' Hedgeline 10 Feet

1

LSUM

\$ 200.00

\$ 200.00

1

\$ 200.00

100%

TOTAL

\$ 52,582.69

LESS RETAINAGE

\$ 500.00

SUBTOTAL

\$ 52,082.69

LESS PREVIOUS PAYMENT

\$ -

TOTAL DUE

\$ 52,082.69



MEMORANDUM

301 W MAIN • OWOSSO, MICHIGAN 48867-2958 • WWW.CI.OWOSSO.MI.US

DATE: November 25, 2015

TO: Mayor Frederick and the Owosso City Council

FROM: Kevin Lenkart, Chief of Public Safety

SUBJECT: Automatic External Defibrillator

RECOMMENDATION:

City staff recommends council approve the purchase of one automatic external defibrillator to be used for patient care. The defibrillator recommended for purchase is a Philips HeartStart MRx Monitor Defibrillator at a cost of \$25,833.11. The defibrillator will be purchased from Bound Tree Medical, LLC located in Dublin, Ohio.

BACKGROUND:

The City went out to bid through MITN for the defibrillator and received three submissions as follows: Bound Tree Medical, Physio-Control, and Zoll Medical. We also received bids from SOS Technologies and Enerspect Medical; however their bids did not meet the required specifications. Bound Tree Medical, LLC submitted the lowest responsible bid at \$25,833.11. Staff recommends purchase approval of the Philips HeartStart MRx Monitor Defibrillator from Bound Tree Medical, LLC.

The new defibrillator will be placed in our new ambulance and will be an added resource for Owosso Fire personnel to provide quality medical care to the patients that we serve.

FISCAL IMPACTS:

Payment for this purchase shall come from account 101-335-978.000

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR
PURCHASE OF PHILIPS HEARTSTART MRx MONITOR DEFIBRILLATOR**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has fire department requiring the use of a portable heart monitor/defibrillator; and

WHEREAS, bids were solicited and Bound Tree Medical, LLC responded with the lowest bid that fulfilled all the bid specifications.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase one (1) Philips HeartStart MRx Monitor Defibrillator at a price of \$25,833.11.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Equipment between the City of Owosso, Michigan and Bound Tree Medical, LLC.
- THIRD: The above expenses shall be paid from the Fire Division Equipment fund 101-335-978.000.
- FOURTH: Payment to Bound Tree Medical, LLC is authorized in an amount not to exceed \$25,833.11 upon satisfactory delivery of the defibrillator.

EXHIBIT A

**Equipment Agreement
Between
The City of Owosso
and
Bound Tree Medical, LLC**

December 2015

EQUIPMENT AGREEMENT

THIS AGREEMENT is made on December ____, 2015 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("City") and BOUND TREE MEDICAL, LLC ("Vendor"), a Michigan company, whose address is 30600 Telegraph Road, Ste 2345, Bingham Farms, Michigan 48025.

Based upon the mutual promises below, the Vendor and the City agree as follows:

ARTICLE I – Contract

The contract shall consist of this agreement and each of the following documents (if applicable), which are incorporated herein by reference as Attachment 1:

Bid Documents
Vendor's Bid Proposal form

ARTICLE II –Equipment

Subject to the terms and conditions set forth in this agreement, Vendor shall provide to City the equipment described in the documents listed in Attachment 1. Vendor shall provide said equipment at the time, place, and in the manner specified in Attachment 1, including all written modifications incorporated into any of the documents included as part of this contract.

ARTICLE III – Exceptions

Wherever a reference is made in the specifications or description of equipment to a particular trade name, manufacturer's catalog, or model number, the Vendor will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the Vendor's Bid Proposal and acknowledged in writing by the City.

ARTICLE IV – Inspection and Acceptance

Merchandise will be inspected before acceptance for workmanship, appearance, proper function of all equipment and systems, and conformance to all other requirements of the agreement. Unless otherwise indicated herein, inspection and acceptance will be at the following location:

Department of Public Safety
202 South Water Street
Owosso, MI 48867

If deficiencies are found, it shall be the responsibility of the Vendor to make necessary corrections and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

The individual and office designated to inspect and accept all equipment deliveries and to certify that invoices are proper for payment is:

Kevin D. Lenkart
Director of Public Safety
kevin.lenkart@ci.owosso.mi.us
(989)725-0585

ARTICLE V - Warranty

The Vendor shall provide a warranty on any unit(s) purchased pursuant to Attachment 1. All franchised dealers of the units must honor the warranty. Warranty adjustments will be made promptly within the agreed warranty period. Any malfunction of parts, or failure discovered beyond the stated warranty period,

which is reasonably attributed to a manufacturer's fault, will be subject to corrective action on a cost-sharing basis at an agreed percent of sharing. The Vendor will not be held liable for delivery delays caused by strikes, Acts of God, illegal acts by public disturbances, or demands placed by the U.S. Government in national emergencies. In an emergency, if the Vendor or an authorized dealer is unable to furnish service personnel and parts and make necessary warranty repairs within a three business days, the City may elect to have emergency repairs made elsewhere and hold the damaged parts for the Vendor's or dealers' inspection, together with sufficient documentation, to justify or verify the repairs. The Vendor, or factory, shall reimburse the City for all costs related thereto (including travel time).

ARTICLE VI – Order of Precedence

Any inconsistency in this contract shall be resolved by giving precedence in the following order:

1. Agreement clauses
2. Vendor's Bid Proposal, including exhibits & attachments
3. Bid Documents

ARTICLE VII - Payment

(A) The City shall pay the Vendor for the satisfactory provision of the equipment requested in the Cost Proposal, Item 1 of Attachment 1 in an amount not to exceed twenty-five thousand eight-hundred thirty-three dollars and eleven cents (\$25,833.11). No additional equipment shall be provided unless a written change order is issued by the City. Payment will be made in full at the time of acceptance by the City.

ARTICLE VIII – Assignment

This contract may not be assigned or subcontracted without the written consent of the City.

ARTICLE IX – Funding Availability

This Agreement is subject to the budget and fiscal provisions of the Charter and Code of Ordinances of the City of Owosso.

The City's payment obligation under this Agreement shall not at any time exceed the amount of the funds appropriated and approved for such purpose by the Owosso City Council.

This Agreement shall terminate without penalty at the end of the fiscal year in the event funds to make payment under this Agreement are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Agreement shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Vendor shall not be entitled to recover any costs incurred after termination.

ARTICLE X - Choice of law

This contract shall be construed, governed, and enforced in accordance with the laws of the state of Michigan. By executing this agreement, the Vendor and the City agree to a venue in a court of appropriate jurisdiction sitting within Shiawassee County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

ARTICLE XI - Relationship of the parties

The parties of the contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Vendor is an independent Vendor supplying equipment to the City. Nothing contained in this contract shall be deemed to constitute any other relationship between the City and the Vendor.

Vendor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the contract. Vendor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. The City shall have the right to set off any such debt against compensation awarded for equipment under this agreement.

ARTICLE XII – Representatives and Correspondence

The City Representative for this Agreement is:

Kevin D. Lenkart
Director of Public Safety
kevin.lenkart@ci.owosso.mi.us
(989)725-0585

All Vendor questions pertaining to this Agreement shall be referred to the City Representative or the Representative's designee.

The Vendor Representative for this Agreement is:

All City questions pertaining to this Agreement shall be referred to the Vendor Representative.

All correspondence pertaining to this Agreement shall be addressed to either of the two individuals listed above and mailed by first class mail to the address listed for the respective party on page one of this Agreement.

ARTICLE XIII - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract; Vendor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Vendor or anyone acting on the Vendor's behalf under this contract. Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

ARTICLE XIV – Notification of Material Changes in Business

Vendor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Vendor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Vendor's contractual obligations to the City. Upon the filing of a bankruptcy or insolvency proceeding by or against the Vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the City reserves the right at its sole discretion to terminate this Agreement either for cause or for convenience.

ARTICLE XV – Authority

The person signing this Agreement for the Vendor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of the Vendor and to bind the Vendor to the performance of its obligations hereunder.

ARTICLE XVI - Entire agreement

This contract represents the entire understanding between the City and the Vendor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by written amendment signed by the City and the Vendor.

FOR THE CITY OF OWOSSO

By _____
Benjamin R. Frederick, Mayor

Date: _____

ATTEST:

By _____
Amy K. Kirkland, City Clerk

Approved as to form:

William C. Brown, Owosso City Attorney

Approved as to content:

Donald D. Crawford, City Manager

Approved by Council:

FOR VENDOR

By _____

Its: _____

Date: _____

CITY OF OWOSSO BID TABULATION SHEET

DATE 10/6/2015DEPT. FIRESUBJECT: PORTABLE MONITOR/DEFIBRILLATOR

				BOUNDTREE MEDICAL		ENERSPECT MEDICAL		PHYSIO-CONTROL	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MONITOR/DEFIBRILLATOR	1	EA	\$ 24,199.770	\$ 24,199.77	\$ 17,570.000	\$ 17,570.00	\$ 29,518.440	\$ 29,518.44
2	LESS TRADE IN	1	LT	\$ (900.00)	(\$900.00)	(\$3,000.00)	(\$3,000.00)	\$ (4,200.00)	(\$4,200.00)
3	CARBON MONOXIDE DETECTION	1	EA	N/A	N/A	\$ 2,995.00	\$ 2,995.00	\$ 2,945.25	\$ 2,945.25
4	5 YEAR WARRANTY/SERVICE	1	EA		\$ 2,533.34	*		*	
						DIAGNOSTIC & REPAIR SERVICES		*\$5,280.00 OR \$4,488.00	
						\$195.00 PER HOUR (NOT IN THE		IF PURCHASED IN 60 DAYS	
						TOTAL BELOW)		(NOT PART OF THE TOTAL BELOW)	
				PHILIPS HEARTSTART MRX ALS		PHILIPS HEARTSTART MRX M3536A		LIFEPAK 15 NO. 99577-001955	
						CERTIFIED PRE-OWNED			
						DID NOT MEET BID SPECIFICATIONS		SEE BID FOR EXCEPTIONS	
TOTAL BID				\$	25,833.11	\$	17,565.00	\$	28,263.69

AL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

HEAD: Kevin Lenkart

GENERAL LIABILITY INSURANCE

EXPIRATION DATE: _____

AWARDED: _____

PURCH.

AGENT: _____

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE: _____

COUNCIL

APPROVED: _____

STAFF

REC.: Bound Tree Medical, LLC

SOLE PROPRIETORSHIP

EXPIRATION DATE: _____

PO NUMBER: _____

CITY OF OWOSSO BID TABULATION SHEET

DATE 10/6/2015

DEPT. FIRE

SUBJECT: PORTABLE MONITOR/DEFIBRILLATOR

				SOS TECHNOLOGIES		ZOLL MEDICAL CORP.			
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MONITOR/DEFIBRILLATOR	1	EA	\$ 21,285.590	\$ 21,285.59	\$ 30,713.620	\$ 30,713.62		
2	LESS TRADE IN	1	LT	\$ (2,400.00)	(\$2,400.00)		(\$5,000.00)		
3	CARBON MONOXIDE DETECTION	1	EA	\$ 1,225.00	\$ 1,225.00	INCLUDED			
4	5 YEAR WARRANTY/SERVICE	1	EA	\$ 2,790.00	\$ 2,790.00		\$ 3,550.00		
				MODEL M3536A		X SERIES, MODEL 601-2221011-01			
				DID NOT MEET BID SPECIFICATIONS					
TOTAL BID				\$	22,900.59	\$	29,263.62	\$	-

AL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:



OWOSSO PUBLIC SAFETY

Director of Public Safety
Kevin Lenkart

202 S. Water St. Owosso, MI 48867 Phone (989) 725-0580 Fax (989) 725-0528

MEMORANDUM

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

SUBJECT: Police Vehicle Changeover

DATE: November 30, 2015

Request council approve contract with Mid Michigan Emergency Equipment Sales and Service L.L.C., for the purchase of equipment and labor to changeover a police vehicle.

Recommend council waive the competitive bid process. The cost of the changeover is \$6,782.12. The cost includes the purchase of equipment (light bar, circuit breakers, cables) necessary to outfit the vehicle for use.

Mid Michigan Emergency Equipment Sales and Service L.L.C. will strip an old police vehicle of computers, equipment, and outfit the new police vehicle with the following equipment: light bars, console, screen, and mobile DVR cameras.

Request council approve payment to Mid-Michigan Emergency Equipment Sales and Service L.L.C. upon satisfactory completion of the contracted work.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR
REMOVAL, SUPPLY, AND INSTALLATION OF PUBLIC SAFETY EQUIPMENT
IN A NEW POLICE VEHICLE
WITH MID MICHIGAN EMERGENCY EQUIPMENT SALES AND SERVICE LLC**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has purchased a new police vehicle that needs to have equipment and DVR cameras installed in it; and

WHEREAS, the City will retire one current police vehicle which necessitates the removal of the public safety equipment installed on the vehicle; and

WHEREAS, said equipment is proposed for re-use in the new vehicles pending installation; and

WHEREAS, the new vehicles will require additional new public safety equipment to be properly outfitted for service; and

WHEREAS, the City of Owosso received a quote from Mid-Michigan Emergency Equipment Sales and Service LLC for the removal of the old equipment, supply of select pieces of new equipment, and the installation of all said equipment; and it is hereby determined that this company is qualified to perform the work requested; and

WHEREAS, a waiver of the bidding requirements is requested as professional services are exempt from competitive bidding.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to contract with Mid-Michigan Emergency Equipment Sales and Service LLC for the removal, purchase, and installation of public safety equipment in City Police vehicles in the amount of \$6,782.12.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Mid-Michigan Emergency Equipment Sales and Service LLC.
- THIRD: The Accounts Payable Department is hereby authorized to issue payment to Mid-Michigan Emergency Equipment Sales and Service LLC in the amount of \$6,782.12 upon delivery of the equipment and satisfactory completion of the work.
- FOURTH: The above expenses shall be paid from the Police equipment fund 101-300-978.000.

Mid-Michigan Emergency Equipment



Sales and Service LLC

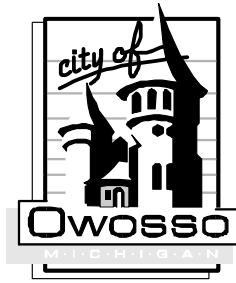
Phone 517-896-6114 or 517-896-4996

Fax 517-887-7071

midmichiganemergencyequipment@yahoo.com

To:	Owosso Police Department	
Attn:	Chief Kevin Lenkart	11/23/15
Subject:	<u>Quotation for up fitting of a Road Ready 2015 Ford SUV Utility</u>	
1- C-VS-1400 Havis Equipment Console with Face Plates		302.00
1- C-CUP2-1-A15 Console Mounted Dual Cup Holder		44.00
1- C-ARM-103 Console Mounted Arm Rest		103.00
1- Prisoner Screen Mounted Dual Gun Rack (870/223 Colt)		406.00
1- 475-0303 Jotto Center Slide Window Prisoner Screen		765.00
1- 475-0789 Jotto Prisoner Screen Lower Extension Panel Set		86.12
1- S-4702UINT13 Bio Seat with Cargo Screen with Window		1,232.00
1- Federal Signal Integrity Configured Light Bar		1,750.00
2- Coax Cable, Antenna Mounts	22.00ea.	44.00
1- Ignition Relay		45.00
2- 40 amp Circuit Breaker	20.00ea.	40.00
1- Charge Guard		115.00
1- Misc. Wire/ Hardware and Mag Mount Mic. Holder		150.00
1- Shipping of Product for unit build		100.00
Labor to include the following, Removal of related emergency equipment from retiring units, Installation of all above Emergency Equipment, as well as Installation of Camera System.		<u>1,600.00</u>
<u>There are no provision for any computer equipment or the installation of same.</u>		
Total for Project		<u>6,782.12</u>

Thank you for the opportunity to bid this project, we look forward assisting you to its completion.



WARRANT 513

December 1, 2015

Vendor	Description	Fund	Amount
Michigan Municipal Risk Management Authority	Final installment for 7/1/15-6/30/16	General	\$142,275.00
Rehmann Robson	First progress billing for FY 14/15 audit	General	\$ 15,000.00
TOTAL			\$157,275.00

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 11/01/2015 - 11/30/2015

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)					
11/02/2015	1	125770	WALTER KARIE	UB refund for account: 1893500002	\$ 64.11
11/02/2015	1	125771	WOODWORTH PROPERTIES LLC	UB refund for account: 1148000003	\$ 68.00
11/02/2015	1	125772	VOIGHT JEFFREY	UB refund for account: 2032440001	\$ 333.10
11/02/2015	1	125773	BROOKRIDGE ASSOC LLC	UB refund for account: 5696400002	\$ 53.33
11/02/2015	1	125774	CRUMBAUGH DEBRA	UB refund for account: 3753573704	\$ 27.34
11/02/2015	1	125775	HILDEBRANDT DENISE	UB refund for account: 3264070003	\$ 218.78
11/02/2015	1	125776	ELSTON CYNTHIA	UB refund for account: 5493650004	\$ 48.24
11/02/2015	1	125777	GUILLILAND JACK	UB refund for account: 2990040004	\$ 76.24
11/02/2015	1	125778	MEGUIAR LAURIE	UB refund for account: 2849190005	\$ 93.00
11/02/2015	1	125779	CARR G A	UB refund for account: 5555570001	\$ 36.00
11/02/2015	1	125780	MORROW VICKI	UB refund for account: 4170140003	\$ 10.29
11/02/2015	1	125781	BARROR BARBARA	UB refund for account: 3659070009	\$ 20.10
11/02/2015	1	125782	SCHLARF HOWARD	UB refund for account: 3965570007	\$ 33.78
11/02/2015	1	125783	MUNDACA JUAN	UB refund for account: 2612490003	\$ 18.37
11/02/2015	1	125784	TONY SCHMIDT REALTY	UB refund for account: 2655690005	\$ 58.56
11/02/2015	1	125785	MCLENDON RAQUEL	UB refund for account: 3667570002	\$ 85.66
11/02/2015	1	125786	REMAX	UB refund for account: 1397000004	\$ 65.66
11/02/2015	1	125787	BROWN MARIAN J	UB refund for account: 2117500002	\$ 72.34
11/02/2015	1	125788	ALLMAX SOFTWARE INC	ANTERO SOFTWARE SUPPORT RENEWAL	\$ 1,134.00
11/02/2015	1	125789	CORUNNA MILLS FEED LLC	STREETS-GRASS SEED	\$ 200.00
11/02/2015	1	125790	DONALD D CRAWFORD	2015 ICMA CONFERENCE EXPENSES	\$ 1,063.09
11/02/2015	1	125791	DEISLER OUTDOOR POWER EQUIPMENT	FLEET-PARTS	\$ 8.77
11/02/2015	1	125792	EXOTIC AUTOMATION & SUPPLY	WTP-HOSE ASSEMBLY	\$ 212.72
11/02/2015	1	125793	FEDEX	WWTP-LAB SHIPPING FEES	\$ 53.42
11/02/2015	1	125794	TIMOTHY J GUYSKY	REIMBURSEMENT-FUEL	\$ 15.42
11/02/2015	1	125795	HACH COMPANY	CONTROLLER AND RETRO FIT KIT	\$ 2,767.02
11/02/2015	1	125796	HOME DEPOT CREDIT SERVICES	SUPPLIES	\$ 453.68
11/02/2015	1	125797	INTERSTATE BILLING SERVICE INC	FLEET-FILTERS	\$ 419.75
11/02/2015	1	125798	KEVIN LENKART	IACP CONFERENCE REIMBURSEMENT	\$ 177.01
11/02/2015	1	125799	LUDINGTON ELECTRIC, INC.	OFD-REPAIR CIRCULATION PUMP	\$ 65.00
11/02/2015	1	125800	MICHIGAN ASSOCIATION OF CHIEFS OF POLICE	CONFERENCE-KEVIN LENKART	\$ 230.00
11/02/2015	1	125801	MICHIGAN ASSOCIATION OF PLANNING	TRANS BONANZA 7-SUSAN MONTENEGRO	\$ 59.00
11/02/2015	1	125802	MICHIGAN CHAPTER NATIONAL CHILDREN' ALLIANCE	DEC 2, 2015-RUSTY LAMAY	\$ 50.00
11/02/2015	1	125803	MICHIGAN RURAL WATER ASSOCIATION	WTP-CLASSES FOR JAMES HILL AND DAVID HAUT	\$ 250.00
11/02/2015	1	125804	MISDU	PAYROLL DEDUCTIONS	\$ 1,827.81
11/02/2015	1	125805	MONROE SYSTEMS FOR BUSINESS, INC	CALCULATOR FOR FRONT DESK	\$ 184.00
11/02/2015	1	125806	NATIONAL VISION ADMINISTRATORS LLC	NOVEMBER 2015-VISION INSURANCE PREMIUM	\$ 488.71
11/02/2015	1	125807	MICHAEL OLSEY	MEAL DURING TRAINING	\$ 8.27
11/02/2015	1	125808	OWOSSO BOLT & BRASS CO	PARTS	\$ 162.76
11/02/2015	1	125809	OWOSSO-WATER FUND	PARKS-FINAL BILLS FOR THE SEASON	\$ 102.71
11/02/2015	1	125810	GARY L PALMER	ELECTRICAL SERVICES	\$ 750.00
11/02/2015	1	125811	RADIO SHACK DEALER 22-H074	OPD-CABLE	\$ 24.99
11/02/2015	1	125812	SHIAWASSEE FAMILY YMCA	MEMBERSHIPS-PAYROLL DEDUCTIONS	\$ 230.35
11/02/2015	1	125813	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE PREMIUM	\$ 3,610.53
11/02/2015	1	125814	STATE OF MICHIGAN	STATE OF MI WITHHOLDING TAX	\$ 19,717.83
11/02/2015	1	125815	TERRY M BACK	FLEET-TIRES	\$ 250.00
11/02/2015	1	125816	TOMAN, FREDERICK J & KIMBERLY M	NORTH STREET CULVERT PROJECT	\$ 2.00
11/02/2015	1	125817	TRACTOR SUPPLY COMPANY	WWTP-SUPPLIES	\$ 19.24
11/02/2015	1	125818	UNITED PARCEL SERVICE	SHIPPING FEES	\$ 20.67
11/02/2015	1	125819	WASTE MANAGEMENT OF MICHIGAN INC	NOV 2015-TRASH SERVICE	\$ 427.01
11/02/2015	1	125820	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES-10/1/15-10/15/15	\$ 3,254.57

11/02/2015	1	125821	WEB ASCENDER	WEBSITE HOSTING-OCT/NOV/DEC 2015	\$	150.00
11/02/2015	1	891(A)	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER-70/HRS	\$	1,281.00
11/02/2015	1	892(A)	CENTRON DATA SERVICES, INC.	WINTER 2015 TAX BILLS	\$	2,556.00
11/02/2015	1	893(A)	D & G EQUIPMENT INC	FLEET-PARTS	\$	624.49
11/02/2015	1	894(A)	FALCON INDUSTRIES INC	WTP-PARTS	\$	912.08
11/02/2015	1	895(A)	DENICE A GRACE	RECORDING SERVICES FOR PLANNING /PARKS	\$	60.00
11/02/2015	1	896(A)	GRAYMONT CAPITAL INC	SMALL PEBBLE QUICKLIME-46.1/TONS	\$	6,638.40
11/02/2015	1	897(A)	INDEPENDENT STATIONERS	SUPPLIES	\$	8.52
11/02/2015	1	898(A)	J & B MEDICAL SUPPLY INC	OFD-AMBULANCE MEDICAL SUPPLIES	\$	987.51
11/02/2015	1	899(A)	KODIAK EMERGENCY EQUIPMENT INC	2015 OSAGE TYLE III FORD E-450 AMBULANCE	\$	141,648.00
11/02/2015	1	900(A)	MAURER HEATING & COOLING, INC.	WWTP-TROUBLESHOOTING-NO GAS	\$	290.00
11/02/2015	1	901(A)	METTLER-TOLEDO INC.	WTP-WWTP-PM & CALIBRATION LAB BALANCES	\$	331.75
11/02/2015	1	902(A)	MICHIGAN METER TECHNOLOGY GROUP INC	METERS	\$	3,320.00
11/02/2015	1	903(A)	MICHIGAN PAVING & MATERIALS CO	STREETS-EMULSION	\$	759.64
11/02/2015	1	904(A)	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE	\$	3,452.11
11/02/2015	1	905(A)	REEVES WHEEL ALIGNMENT, INC	REPAIRS/MAINTENANCE CITY VEHICLES	\$	4,311.80
11/02/2015	1	906(A)	UNIQUE PAVING MATERIALS CORP	WINTER MIX COLD PATCH	\$	4,956.10
11/02/2015	1	907(A)	MERLE E WEST II	PLUMBING/MECHANICAL SERVICES	\$	1,000.00
11/02/2015	1	908(A)	MICHAEL GENE WHEELER	OPD-SCHOOL LIAISON OFFICER-70/HRS	\$	1,281.00
11/12/2015	1	125822	AFLAC	PAYROLL DEDUCTION-AFLAC PREMIUM	\$	488.08
11/12/2015	1	125823	THE ARGUS PRESS	PRINTING OF LEGAL NOTICES ETC	\$	191.25
11/12/2015	1	125824	B S & A SOFTWARE	TAX SYSTEM-ANNUAL SERVICE/SUPPORT FEES	\$	1,373.00
11/12/2015	1	125825	BARTZ EXCAVATING	BD Bond Refund	\$	50.00
11/12/2015	1	125826	BEMIS, CAROL M. BEMIS LIVING TRUST	BD Bond Refund	\$	50.00
11/12/2015	1	125827	BRATTS LLC	OFD-ENGINE 2-TIRE REPAIR	\$	95.00
11/12/2015	1	125828	CARQUEST AUTO PARTS STORE	PARTS	\$	310.96
11/12/2015	1	125829	CENTRAL MICHIGAN DIESEL, INC.	FLEET-REPAIR TRUCK #428	\$	446.15
11/12/2015	1	125830	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$	24,672.34
11/12/2015	1	125831	VOID		\$	-
			Void Reason: Created From Check Run Process			
11/12/2015	1	125832	JUDY ELAINE CRAIG	COURIER SERVICE	\$	175.50
11/12/2015	1	125833	D & D TRUCK & TRAILER PARTS	PARTS	\$	3,674.06
11/12/2015	1	125834	DALTON ELEVATOR	CYLINDER RENT/SUPPLIES	\$	491.59
11/12/2015	1	125835	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE PREMIUM	\$	3,869.78
11/12/2015	1	125836	DELUX TROPHIES & AWARDS	KEY TO CITY PLAQUE-PAID BY DONATIONS	\$	53.00
11/12/2015	1	125837	FUOSS GRAVEL COMPANY	CLASS II SAND-301.8 TONS	\$	1,355.08
11/12/2015	1	125838	GA HUNT	BD Bond Refund	\$	150.00
11/12/2015	1	125839	GLOBAL ENVIRONMENTAL CONSULTING LLC	WWTP-LAB TESTING	\$	800.00
11/12/2015	1	125840	H2O COMPLIANCE SERVICES INC	INSPECTION SERVICES FOR CROSS CONNECTION PROGRAM	\$	698.75
11/12/2015	1	125841	HUNT, TODD	BD Bond Refund	\$	50.00
11/12/2015	1	125842	JAY'S SEPTIC TANK SERVICE	BENTLEY PARK RENTAL UNIT-10/8/15-11/7/15	\$	75.00
11/12/2015	1	125843	KAR LABORATORIES INC	WASTEWATER ANALYSES	\$	300.00
11/12/2015	1	125844	AMY K KIRKLAND	ELECTION-FOOD	\$	56.75
11/12/2015	1	125845	MACSON ELECTRIC LLC	PERMIT REFUND	\$	180.00
11/12/2015	1	125846	MEMORIAL HEALTHCARE CENTER	PRE-EMPLOYMENT PHYSICAL	\$	402.50
11/12/2015	1	125847	MEMORIAL MEDICAL ASSOCIATES	REQUIRED PHYSICAL	\$	100.00
11/12/2015	1	125848	MICHIGAN MUNICIPAL LEAGUE WORKERS' COMPENSATION FUND	WORKERS' COMPENSATION PAYMENT	\$	19,823.00
11/12/2015	1	125849	MICHIGAN STATE INDUSTRIES	SUPPLIES	\$	887.13
11/12/2015	1	125850	MIDSTATE TITLE AGENCY LLC	OVERPAYMENT OF CHECK 196166	\$	70.00
11/12/2015	1	125851	MISDU	PAYROLL DEDUCTIONS	\$	1,827.81
11/12/2015	1	125852	OFFICE DEPOT	SUPPLIES	\$	71.14
11/12/2015	1	125853	ORCHARD HILTZ & MCCLIMENT INC	SEWER COLLECTION SYSTEM ASSET MGT PROGRAM	\$	5,064.50
11/12/2015	1	125854	OWOSSO BOLT & BRASS CO	PARTS	\$	121.86
11/12/2015	1	125855	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION-UNION DUES	\$	833.00
11/12/2015	1	125856	POSTMASTER	SNOW POLICY MAILING	\$	67.43
11/12/2015	1	125857	RUTHY'S LAUNDRY CENTER	OPD-OCT 15-PUBLIC SAFETY DRY CLEANING	\$	415.26
11/12/2015	1	125858	SAGINAW VALLEY CHAPTER INT'L CODE COUNCIL	CHARLES RAU	\$	148.00

11/12/2015	1	125859	SCOTT DONOVAN PROPERTIES LLC AND LAMPHERE PLUMBING & HEATING INC	CLEAN SEWER LINE	\$	350.00
11/12/2015	1	125860	SHRUM, BEN & LINDA	BD Bond Refund	\$	50.00
11/12/2015	1	125861	SLINGERLAND CHRYSLER DODGE INC	FLEET-PARTS FOR #313	\$	36.86
11/12/2015	1	125862	SMITH JANITORIAL SUPPLY	SUPPLIES	\$	856.36
11/12/2015	1	125863	SPARTAN STORES LLC	EMPLOYEE FUNDED-HALF TIME PARTY	\$	43.37
11/12/2015	1	125864	STATE OF MICHIGAN	RENEWAL OF ASSESSORS CERTIFICATION	\$	175.00
11/12/2015	1	125865	STATE OF MICHIGAN	SPRAY PAD LICENSE RENEWALS-1/1/16-12/31/16	\$	132.00
11/12/2015	1	125866	STATE OF MICHIGAN	PERSONAL PROPERTY EXAMINER CERT-LARRY COOK	\$	150.00
11/12/2015	1	125867	STECHSCHULTE GAS & OIL, INC.	FUEL PE 10/31/15	\$	5,132.18
11/12/2015	1	125868	VALLEY LUMBER	SUPPLIES	\$	79.18
11/12/2015	1	125869	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES-10/16/15-10/31/15	\$	2,997.96
11/12/2015	1	125870	WIN'S ELECTRICAL SUPPLY OF OWOSSO	SUPPLIES	\$	351.74
11/12/2015	1	909(A)	ADVANCED TECHNICAL SOLUTIONS	WOERNER GREASE PUMP REBUILD	\$	1,066.87
11/12/2015	1	910(A)	AIS CONSTRUCTION EQUIPMENT	LIGHT MATERIALS BUCKET-UNIT #555	\$	7,350.00
11/12/2015	1	911(A)	ALS LABORATORY GROUP	WASTEWATER ANALYSES	\$	1,229.00
11/12/2015	1	912(A)	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER-70/HRS	\$	1,281.00
11/12/2015	1	913(A)	B & D ELEVATOR SERVICES INC	MAINTENANCE	\$	115.00
11/12/2015	1	914(A)	BISBEE INFRARED SERVICES INC	WTP-WWTP-INFRARED INSPECTIONS	\$	475.00
11/12/2015	1	915(A)	DBI BUSINESS INTERIORS	COMM DEV-LATERAL FILE	\$	539.00
11/12/2015	1	916(A)	DORNBOS SIGN INC	SIGNS	\$	348.79
11/12/2015	1	917(A)	DUPERON LEASING & SALES INC	SCREENING EQUIPMENT LEASE	\$	1,815.00
11/12/2015	1	918(A)	EMPLOYEE BENEFIT CONCEPTS INC	NOVEMBER 2015-FSA ADMIN FEE	\$	115.00
11/12/2015	1	919(A)	FASTENAL COMPANY	SUPPLIES	\$	29.99
11/12/2015	1	920(A)	GILBERT'S DO IT BEST HARDWARE & APPLIANCE	SUPPLIES	\$	205.56
11/12/2015	1	921(A)	HALLIGAN ELECTRIC INC	WWTP/WTP-ELECTRICAL WORK	\$	552.50
11/12/2015	1	922(A)	KEY GOVERNMENT FINANCE INC	ANNUAL PHONE SYSTEM PAYMENT-4 OF 5.	\$	26,256.84
11/12/2015	1	923(A)	MICHIGAN METER TECHNOLOGY GROUP INC	METER AND WASHERS	\$	241.14
11/12/2015	1	924(A)	1ST CHOICE AUTO PARTS INC	SUPPLIES	\$	1,475.81
11/12/2015	1	925(A)	O'REILLY AUTO PARTS	SUPPLIES	\$	24.73
11/12/2015	1	926(A)	OFFICEMAX INC	SUPPLIES	\$	286.83
11/12/2015	1	927(A)	SPICER GROUP, INC.	DESIGN & CONSTRUCTION ENGINEERING SERVICES	\$	514.94
11/12/2015	1	928(A)	ST JOHNS ANSWERING SERVICE INC	DECEMBER 2015-TELEPHONE ANSWERING SERVICE	\$	75.00
11/12/2015	1	929(A)	VICTORY HEATING & COOLING	DISCONNECT/RECONNECT A/C UNIT FOR NEW ROOF	\$	837.50
11/12/2015	1	930(A)	W W WILLIAMS	PREVENTATIVE MAINTENANCE	\$	801.00
11/12/2015	1	931(A)	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER-70/HRS	\$	1,281.00
11/18/2015	1	125871	NATIONSTAR MORTGAGE	UB refund for account: 1563000002	\$	36.67
11/18/2015	1	125872	ACCUMED BILLING INC	OCT 2015-AMBULANCE BILLING SERVICES	\$	5,174.58
11/18/2015	1	125873	JOAN AUE	ELECTION	\$	160.00
11/18/2015	1	125874	THE BANK OF NEW YORK MELLON	2013 UNLIMITED TAX GEN OBLI BOND FEES	\$	250.00
11/18/2015	1	125875	CATHERINE BAUMGARDNER	ELECTION	\$	155.00
11/18/2015	1	125876	CAROL BEMIS	ELECTIONS	\$	95.00
11/18/2015	1	125877	NANCY L BLAIR	ELECTION	\$	165.00
11/18/2015	1	125878	CITY OF OWOSSO - SPECIAL ASSESSMENT	INSTALLMENTS THAT CANNOT BE EXPUNGED	\$	586.23
11/18/2015	1	125879	JEAN E CLINE	ELECTION	\$	155.00
11/18/2015	1	125880	DAVE COLLARD MASONRY & CONCRETE, IN	CITY HALL DRIVE APPROACH	\$	310.50
11/18/2015	1	125881	COMMUNITY RADIO WATCH	ID CARDS-(54)	\$	162.00
11/18/2015	1	125882	CORDIER EXCAVATING	BD Bond Refund	\$	50.00
11/18/2015	1	125883	ROSE MARY CRAFT	ELECTION	\$	150.00
11/18/2015	1	125884	M JUDITH DANTZER	ELECTION	\$	90.00
11/18/2015	1	125885	DAYSTARR COMMUNICATIONS	DEC 15-PHONE AND BROADBAND INTERNET	\$	973.55
11/18/2015	1	125886	FREDERICK DIBEAN	ELECTION	\$	180.00
11/18/2015	1	125887	RUTH ANN DOEPKER	ELECTION	\$	5.00
11/18/2015	1	125888	MICHAEL ECKMYRE	ELECTION	\$	180.00
11/18/2015	1	125889	SUZANNE EDWARDS	ELECTION	\$	155.00
11/18/2015	1	125890	JOHN FORBES	ELECTION	\$	165.00
11/18/2015	1	125891	FRONTIER	TRAFFIC SIGNAL	\$	105.41
11/18/2015	1	125892	GENERAL CODE	UPDATES AND SUPPORT FOR LASERFICHE	\$	3,851.00

11/18/2015	1	125893	HACH COMPANY	SUPPLIES	\$	896.27
11/18/2015	1	125894	JAY'S SEPTIC TANK SERVICE	RENTAL-FINAL FOR THE SEASON	\$	75.00
11/18/2015	1	125895	MEREDITH KEATING	ELECTION	\$	180.00
11/18/2015	1	125896	LINDA KENNEY	ELECTION	\$	150.00
11/18/2015	1	125897	EDWARD KOHAGEN	ELECTION	\$	25.00
11/18/2015	1	125898	PATRICIA ANNE KOHAGEN	ELECTION	\$	30.00
11/18/2015	1	125899	STEVEN KOHAGEN	ELECTION	\$	150.00
11/18/2015	1	125900	SHARON MCALLISTER	ELECTION	\$	150.00
11/18/2015	1	125901	MICHIGAN ASSOCIATION OF PLANNING	TYLER LEPPANEN-TRANSPORTATION BONANZA	\$	59.00
11/18/2015	1	125902	MICHIGAN BUSINESS & PROFESSIONAL ASSOCIATION	DEC 15-COBRA ADMIN FEE	\$	50.00
11/18/2015	1	125903	MICHIGAN PUBLIC EMPLOYER LABOR RELATIONS ASSOCIATION	PROGRAM-JESSICA UNANGST	\$	45.00
11/18/2015	1	125904	MICHIGAN STATE UNIVERSITY	DEPOSIT FOR STEVE CHAPKO TO ATTEND PROGRAM	\$	100.00
11/18/2015	1	125905	SUSAN K MONTENEGRO	CONFERENCE EXPENSES	\$	14.91
11/18/2015	1	125906	TAMMY NETHAWAY	ELECTION	\$	30.00
11/18/2015	1	125907	NEXTEL COMMUNICATIONS	OCT 2015-MONTHLY CELL PHONE CHARGES	\$	1,057.89
11/18/2015	1	125908	CAROLYN O'CONNELL	ELECTION	\$	160.00
11/18/2015	1	125909	OWOSSO CHARTER TOWNSHIP TREASURER	PA425 AGREEMENT PAYMENT	\$	16,847.82
11/18/2015	1	125910	ALICE PETERSON	ELECTION	\$	155.00
11/18/2015	1	125911	MARIELLEN PETO	ELECTION	\$	170.00
11/18/2015	1	125912	LINDA PINCIK	ELECTION	\$	155.00
11/18/2015	1	125913	POLICE EXECUTIVE RESEARCH FORUM	KEVIN LENKART	\$	200.00
11/18/2015	1	125914	GERALDINE MARGARET RAMOS	ELECTION	\$	85.00
11/18/2015	1	125915	HENRY REINEWALD	ELECTION	\$	95.00
11/18/2015	1	125916	BERNETTE ROE	ELECTION	\$	95.00
11/18/2015	1	125917	GAIL L SCHULTZ	ELECTION	\$	40.00
11/18/2015	1	125918	JUDY SENK	ELECTION	\$	155.00
11/18/2015	1	125919	DELORES SIMPSON	ELECTION	\$	90.00
11/18/2015	1	125920	MARGARET SOWLE	ELECTION	\$	155.00
11/18/2015	1	125921	MARGARET SPENCER	ELECTION	\$	85.00
11/18/2015	1	125922	STATE OF MICHIGAN	COMMUNITY PUBLIC WATER SUPPLY ANNUAL FEE	\$	5,237.59
11/18/2015	1	125923	STATE OF MICHIGAN	WWTP-SPECIAL INSPECTION	\$	106.33
11/18/2015	1	125924	STATE OF MICHIGAN	SEX OFFENDER REGISTRATION FEES	\$	60.00
11/18/2015	1	125925	STECHSCHULTE GAS & OIL, INC.	GAS FOR SAWS	\$	1,037.40
11/18/2015	1	125926	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 11/15/15	\$	4,672.38
11/18/2015	1	125927	KARYL SULLIVAN	ELECTION	\$	150.00
11/18/2015	1	125928	IONE THOMAS	ELECTION	\$	110.00
11/18/2015	1	125929	HECTOR VALDEZ	ELECTION	\$	150.00
11/18/2015	1	125930	ROANN WARNER	ELECTION	\$	155.00
11/18/2015	1	125931	WASTE MANAGEMENT OF MICHIGAN INC	WWTP-DISPOSAL CHARGES-11/1/15-11/15/15	\$	2,935.97
11/18/2015	1	125932	GEORGE WELTE	ELECTION	\$	85.00
11/18/2015	1	125933	DEBRA WHIPPLE	ELECTION	\$	40.00
11/18/2015	1	932(E)	MUNICIPAL EMPLOYEES RETIREMENT SYSTEM	CONTRIBUTIONS FOR POLICE COMMAND EMPLOYEES	\$	11,014.65
11/20/2015	1	933(A)	BIOCARE INC	RESPIRATORY SURVEILLANCE PROGRAM	\$	78.00
11/20/2015	1	934(A)	WILLIAM C BROWN, P C	PROFESSIONAL SERVICES	\$	11,474.28
11/20/2015	1	935(A)	DUPERON LEASING & SALES INC	SCREENING EQUIPMENT LEASE	\$	1,815.00
11/20/2015	1	936(A)	INDEPENDENT STATIONERS	TAPE	\$	13.17
11/20/2015	1	937(A)	LOGICALIS INC	OCT 2015-NETWORK ENGINEERING	\$	7,056.00
11/20/2015	1	938(A)	OFFICE SOURCE	PROJECTION STAND	\$	174.99
11/20/2015	1	939(A)	THE SHERWIN-WILLIAMS CO.	PAINT	\$	193.96
11/20/2015	1	940(A)	VICTORY HEATING & COOLING	REPAIR BROKEN AC LINE ON CITY HALL ROOF	\$	1,350.00
11/30/2015	1	125934	CSH INC	UB refund for account: 2895540002	\$	25.22
11/30/2015	1	125935	WARREN LEONARD G	UB refund for account: 5358070001	\$	51.33
11/30/2015	1	125936	JONES HELEN	UB refund for account: 1252500001	\$	43.09
11/30/2015	1	125937	NORTH KENANIAH	UB refund for account: 1332000010	\$	19.89
11/30/2015	1	125938	PUGH ELAINE	UB refund for account: 2907240007	\$	20.78
11/30/2015	1	125939	ERICKSON CLARA	UB refund for account: 2262390025	\$	30.44
11/30/2015	1	125940	SCHULTZ JUDITH	UB refund for account: 3730070003	\$	66.78

11/30/2015	1	125941	REO UTILITIES	UB refund for account: 2103990004	\$	51.66
11/30/2015	1	125942	NEVADOMSKI COREY	UB refund for account: 1619000003	\$	13.56
11/30/2015	1	125943	TAROLLI CARROLL	UB refund for account: 2585090001	\$	50.66
11/30/2015	1	125944	DUNKIN PATRICIA	UB refund for account: 3143570001	\$	116.94
11/30/2015	1	125945	PARKER SHAWN	UB refund for account: 1803000008	\$	123.34
11/30/2015	1	125946	CENTURY 21 WOODLAWN	UB refund for account: 3143570002	\$	52.34
11/30/2015	1	125947	CORDS KIMBERLY	UB refund for account: 5549570001	\$	54.93
11/30/2015	1	125948	CROWE PROPERTIES LLC	UB refund for account: 2205690002	\$	46.00
11/30/2015	1	125949	THE ACCUMED GROUP	ANNUAL SUPPORT FEE 1 OF 5 YEAR CONTRACT	\$	4,342.50
11/30/2015	1	125950	LOREEN F BAILEY	CAT HOUSE MATERIALS-PAID BY DONATIONS	\$	157.76
11/30/2015	1	125951	DENBOER-BATTERIES PLUS	OFD-BATTERIES	\$	97.16
11/30/2015	1	125952	CITY OF OWOSSO - SPECIAL ASSESSMENT	PAYOFF	\$	9,769.05
11/30/2015	1	125953	FEDEX	WWTP-SHIPING FEES FOR LAB TESTING	\$	26.51
11/30/2015	1	125954	INDUSTRIAL SUPPLY OF OWOSSO INC	WTP-PARTS	\$	27.10
11/30/2015	1	125955	LUDINGTON ELECTRIC, INC.	REPAIR LIGHTS ON CASS ST	\$	66.99
11/30/2015	1	125956	RONALD MALOTT	REIMBURSEMENT-MEALS (2)	\$	31.03
11/30/2015	1	125957	THE MCKONE LAW FIRM PLLC	PROFESSIONAL SERVICES-5/18/15-10/19/15	\$	687.50
11/30/2015	1	125958	MEMORIAL HEALTHCARE CENTER	LAB	\$	17.75
11/30/2015	1	125959	MICHIGAN ASSOCIATION OF MUNICIPAL CLERKS	AMY KIRKLAND/ROXANE CRAMER	\$	120.00
11/30/2015	1	125960	MISDU	PAYROLL DEDUCTIONS	\$	1,827.81
11/30/2015	1	125961	NATIONAL VISION ADMINISTRATORS LLC	DECEMBER 2015-VISION INSURANCE PREMIUM	\$	493.42
11/30/2015	1	125962	NORTH AMERICAN OVERHEAD DOOR INC	OPD-DOOR REPAIR	\$	505.41
11/30/2015	1	125963	OHIO TURNPIKE COMMISSION	OFD-TOLL FEES	\$	32.25
11/30/2015	1	125964	ONE WAY ASPHALT PAVING AND EXCAVATING	2015 STREET PATCHES PROGRAM	\$	32,688.64
11/30/2015	1	125965	ORCHARD HILTZ & MCCLIMENT INC	CONTRACTUAL SERVICES	\$	2,964.00
11/30/2015	1	125966	OWOSSO BOLT & BRASS CO	WTP-PARTS	\$	42.81
11/30/2015	1	125967	PATTERSON MEDICAL SUPPLY INC	DPW-SAFETY SUPPLIES	\$	327.80
11/30/2015	1	125968	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTIONS-MEMBERSHIPS	\$	265.20
11/30/2015	1	125969	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE PREMIUM	\$	3,688.92
11/30/2015	1	125970	STATE OF MICHIGAN	STATE OF MI WITHHOLDING	\$	13,014.07
11/30/2015	1	125971	VERIZON WIRELESS	PUBLIC SAFETY-MODEM FEES-10/11/15-11/10/15	\$	237.70
11/30/2015	1	941(A)	ARROW INTERNATIONAL INC	AMBULANCE MEDICAL SUPPLIES	\$	917.16
11/30/2015	1	942(A)	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER-65/HOURS	\$	1,189.50
11/30/2015	1	943(A)	HEATHER DAWN BROOKS	LEAF PICKUP SIGNS (26)	\$	115.00
11/30/2015	1	944(A)	D & G EQUIPMENT INC	PARTS	\$	225.30
11/30/2015	1	945(A)	FRONT LINE SERVICES, INC.	OFD-REPAIRS	\$	9,669.10
11/30/2015	1	946(A)	GRAYMONT CAPITAL INC	WTP-SMALL PEBBLE QUICKLIME -45.47/TONS	\$	6,547.68
11/30/2015	1	947(A)	OFFICE SOURCE	CLERK-CHAIR/MAT/FRAMES	\$	525.84
11/30/2015	1	948(A)	PHYSICIANS HEALTH PLAN OF MID-MICH	HEALTH INSURANCE PREMIUM	\$	73,791.33
11/30/2015	1	949(A)	SPICER GROUP, INC.	PROFESSIONAL SERVICES	\$	6,495.08
11/30/2015	1	950(A)	SUPERIOR SERVICES RSH INC	INSTALL DURO-LAST ROOF SYSTEM AT CITY HALL	\$	13,300.00
11/30/2015	1	951(A)	SWIM LLC	UTILITIES DIRECTOR SERVICES-11/8/15-11/21/15	\$	2,520.00
11/30/2015	1	952(A)	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER-63/HRS	\$	1,152.90

1 TOTALS:

(1 Check Voided)

Total of 263 Disbursements:

\$ 612,114.48

Bank 10 OWOSSO HISTORICAL FUND

11/20/2015	10	4778	CONSUMERS ENERGY	OCT 15-515 N WASHINGTON ST	\$	111.41
11/20/2015	10	4779	DAYSTARR COMMUNICATIONS	DEC 2015-GOULD HOUSE INTERNET SERVICE	\$	125.48
11/20/2015	10	4780	INDEPENDENT STATIONERS	NOTE CARDS	\$	40.11
11/20/2015	10	4781	SECURITY ALARM CO INC	CURWOOD CASTLE ALARM-12/1/15-2/29/16	\$	60.00
11/20/2015	10	4782	SPECIALTY SALVAGE LLC	GOULD HOUSE-SERVICE FOR THREE MONTHS	\$	38.97

10 TOTALS:

Total of 5 Disbursements:

\$ 375.97

Bank 2 TRUST & AGENCY

11/04/2015	2	6473	SHIAWASSEE AREA TRANSPORTATION AGENCY
11/04/2015	2	6474	SHIAWASSEE COUNTY TREASURER
11/04/2015	2	6475	STATE OF MICHIGAN
11/20/2015	2	6476	DOWNTOWN DEVELOPMENT AUTHORITY
11/20/2015	2	6477	SHIAWASSEE AREA TRANSPORTATION AGENCY
11/20/2015	2	6478	SHIAWASSEE COUNTY TREASURER

REAL/PP COLLECTIONS
REAL/PP COLLECTIONS
IFT SET COLLECTIONS
REAL/PP COLLECTIONS
REAL/PP COLLECTIONS
REAL/PP COLLECTIONS

\$ 353.58
\$ 12,173.00
\$ 1,107.89
\$ 316.59
\$ 216.34
\$ 7,988.88

2 TOTALS:

Total of 6 Disbursements:

\$ 22,156.28

REPORT TOTALS:

(1 Check Voided)

Total of 274 Disbursements:

\$ 634,646.73



MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: Dec 7, 2015

TO: Owosso City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: Cost Agreement between MDOT and City for resurfacing of Gould Street from M-71 (Corunna Avenue) to M-21 (Main Street)

RECOMMENDATION:

I recommend City Council approve MDOT Cost Agreement No. 15-5527 for the proposed resurfacing of Gould Street, from Highway M-71 (Corunna Ave.) northerly to Highway M-21 (Main St). The Agreement has been approved by the City Manager as to substance and form. A resolution to approve the Agreement is attached for your consideration.

BACKGROUND:

On February 3, 2014, City Council resolved that city staff make application to MDOT for Transportation Economic Development Funds, Category F (TEDF-F), to resurface Gould Street from M-71 to M-21. The state of Michigan offers these funds in addition to its regular Public Act 51 local allocation to support maintenance of the secondary all season road system. Road users and area businesses depend on a well maintained Gould Street for safe and expedient delivery of products and goods. This Agreement fixes the rights and obligations of both parties to proceed with the project. The work includes cold-milling and asphalt resurfacing, select curb and gutter repair, ADA sidewalk ramps, guardrail replacement; altogether with related work items. The City is responsible to design and oversee the project in accordance with state standards. The state agrees to reimburse the city for its share of cost, in accordance with the agreement.

FISCAL IMPACTS:

The total estimated cost for this project is \$440,000.00 and of that amount, MDOT TEDF-F grant funds will pay \$352,000.00. The City's estimated share is \$88,000.00. The City will also be responsible for any cost overruns exceeding the \$440,000.00 estimated cost for the project. Funds for the City's share of cost will be taken from the 2010 Unlimited Obligation Bond Proceeds Account No. 202-463-818000 and other funds as appropriate.

RESOLUTION NO.

**RESOLUTION AUTHORIZING EXECUTION OF MDOT COST AGREEMENT FOR
RESURFACING OF GOULD STREET FROM M-71 to M-21**

WHEREAS, Gould Street from M-71 (Corunna Ave) to M-21 (Main Street) is part of the City's secondary all season road system; and

WHEREAS, the City is required to provide a safe and expedient road system for users which requires proper maintenance of the roadway; and

WHEREAS, this maintenance is costly and requires additional sources of funds beyond the state of Michigan's regular allocation of Public Act 51 funds; and

WHEREAS, the City has applied for, and is now approved to receive, MDOT Transportation Economic Development Fund, Category F Funds to assist in the resurfacing of this road; and

WHEREAS, after review, city staff recommends approval of MDOT Cost Agreement No. 15-5527 for the proposed resurfacing of Gould Street from Highway M-71 (Corunna Avenue) northerly to Highway M-21 (Main Street): altogether with necessary related work (also referred to as 'project'); and

WHEREAS, the Michigan Department of Transportation requires the City of Owosso adopt a resolution indicating its willingness to participate in the resurfacing of Gould Street as set forth in the agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to approve MDOT Contract No. 15-5527 for the proposed resurfacing of Gould Street from Highway M-71 (Corunna Avenue) northerly to Highway M-21 (Main Street).
- SECOND: That the City of Owosso is willing to participate in the project and cost as illustrated within said contract.
- THIRD: That the Mayor and City Clerk are hereby authorized to sign the Agreement as attached.
- FOURTH: The City Council hereby directs staff to allocate \$88,000.00 from the 2010 Unlimited Obligation Bond Proceeds fund and other funds as appropriate, and directs the City Manager to proceed with the project, in accordance with the contract.

TED (F)
NON FED

COM
Control Section EDF 76566
Job Number 128988A
Contract No. 15-5527

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF OWOSSO, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Owosso, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated October 29, 2015, attached hereto and made a part hereof:

Hot mix asphalt resurfacing work along Gould Street from Highway M-71 (Corunna Avenue) northerly to Highway M-21 (Main Street); and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(2)(b); Public Act of 1987, as amended, and is categorized as:

CATEGORY "F" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT shall make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 6. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, local ordinances, and State and local standards and regulations.

C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes, local ordinances, and State and local regulations.

(1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.

(2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.

D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes, local ordinances, and State and local regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project engineer who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:
- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
 - (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
 - (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category F shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) 80 percent of the approved and responsible low bid amount, or (2) \$352,000, the grant amount. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed the grant amount. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 80 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting

documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous

substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

9. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant 708 shall be forfeited back to the DEPARTMENT.

10. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

11. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not

relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

12. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

13. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

14. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

15. In addition to any protection afforded by a policy of insurance, the REQUESTING PARTY agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and all officers, agents, and employees thereof:

- A. From any and all claims by persons, firms, or corporations for labor, materials, supplies or services provided to the REQUESTING PARTY in connection with the contract which the REQUESTING PARTY shall perform under the terms of this contract; and

- B. From any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation, response and cleanup costs, and attorney fees or other related costs, arising out of, under, or by reason of the Agreement, including the design of the PROJECT, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents or employees.

The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the REQUESTING PARTY or their subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the REQUESTING PARTY shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purpose of this contract, it will be considered as a breach of this contract thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including but not by way of limitation, a judgment for money damages.

16. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF OWOSSO

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



RDS
11/3/15

October 29, 2015

EXHIBIT I

CONTROL SECTION	EDF 76566
JOB NUMBER	128988A

ESTIMATED COST

Estimated PROJECT COST

Contracted Work	\$440,000
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ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$440,000
Less TED FUNDS*	<u>\$352,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 88,000

NO DEPOSIT

*TED FUNDS for the PROJECT are limited to an amount as described in Section 5.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**City of Owosso
Property Inventory**

#	Parcel	Zoning	Address	Lot Size	Notes
1	050-010-033-019-00	R1	607 Wright Ave	165' x 133'	M. Cline interested in #1, 2 & 3 also interested in lot split - see attached drawing
2	050-010-033-021-00	R1	Wright Ave	66' x 133'	
3	050-010-034-025-00	OS1	703 S. Gould Street	102.27' x 66' x 112.1'	
4	050-011-021-002-00	B4	S. Gould Street	127.25' x 158.43' x 144.43' x 158'	Target Ind. and Dialysis office interested in this parcel
These parcels can be advertised and auctioned off – staff recommendation would be to place a minimum bid on each lot to protect property values of surrounding parcels. Any lot combinations or splits should be done only after successful auction has been held, 21 day posting has passed and the lot is actually sold off to the buyer.					
5	050-111-001-031-00	R1	E. King Street		Deed to adjacent property owner
6	050-113-008-033-00	R1	S. Chipman Street		Deed to adjacent property owner
7	050-420-001-003-00	I1	520 Corunna Avenue	65' x 71' x 75.5' x 32.3' - approximate	Combine # 7 & 8 - deed to adjacent property owner?
8	050-420-001-004-00	I1	Corunna Avenue	51' x 32.3' x 60.85' - approximate	Lot is too skinny to build on - deed to adjacent property owner to north
9	050-560-000-059-00	R1	Ward Street	132' x 42' x 99' x 14' x 33' x 56'	
These parcels can be deeded to adjoining land owners. The trick is figuring out which adjoining land owner it should go to. I will send a letter to each of the adjoining land owners to assess interest and plan to present this portion at the January 18, 2016 city council meeting.					
10	050-350-000-001-00	R2	W. South Street	60' x 122'	Combine #10 & 11
11	050-350-000-002-00	R2	W. South Street	60' x 122'	Creates lot size of 120' x 122'
12	050-350-000-003-00	R2	W. South Street	60' x 122'	Combine #12 & 13
13	050-350-000-004-00	R2	W. South Street	60' x 122'	Creates lot size of 120' x 122'
14	050-350-000-005-00	R2	W. South Street	60' x 122'	Combine #14, 15 & 16
15	050-350-000-006-00	R2	W. South Street	60' x 122'	Creates lot size of 180' x 122'
16	050-350-000-007-00	R2	W. South Street	60' x 122'	Much larger lot might = higher price?
17	050-350-000-011-00	R2	1351 W. South Street	90' x 122'	
18	050-602-038-001-00	RM1	W. South Street	264' x 264' heavily wooded	
19	050-660-007-017-00	R1	1112 Beehler Street	70' x 148' x 163' - approximate	Waterfront property!
The remaining properties are larger lots and staff recommendation is to list these lots with a realtor for a period of six to 12 months. The lots are large enough to build on as is. The properties along South Street could be packaged differently (I suggested combining two at a time but more could be done if the interest is there.					



Property M. Cline
would like to buy

REGULAR MEETING MINUTES
OWOSSO DDA / MAIN STREET
Council Chambers, City Hall
November 4, 2015 – 7:30 am.

MEETING CALLED TO ORDER at 7:42 a.m. by Dave Acton.

ROLL CALL was taken by Secretary Alaina Kraus.

MEMBERS PRESENT: Chairman Dave Acton, Authority Members Kevin Wiles, Ken Cushman , Lance Omer, and Secretary Alaina Kraus

MEMBERS ABSENT: Authority Member Bill Gilbert, Shar Haskins Benjamin Frederick,

OTHERS PRESENT: Josh Adams, Main Street Manager; Susan Montenegro, City of Owosso; Janae Fear, The Independent

AGENDA:

MOTION BY AUTHORITY MEMBER CUSHMAN SUPPORTED BY AUTHORITY MEMBER WILES TO APPROVE THE AGENDA FOR NOVEMBER 4, 2015.
YEAS ALL. MOTION CARRIED.

MINUTES:

MOTION BY AUTHORITY MEMBER WILES, SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE MINUTES FOR THE MEETING OF OCTOBER 7, 2015 WITH SLIGHT MODIFICATIONS.
YEAS ALL. MOTION CARRIED.

PUBLIC / BOARD / STAFF COMMENTS:

COMMITTEE UPDATES

1) Design

The wayfinding signs are finally moving forward, but since 10 on MDOT roads they must now be approved by the .

They are also working on Christmas decor complementary to GLOW to promote glasses

Heidi O'Dea is doing a shipping event next Friday and invited Montenegro to sell drinking glasses there.

Decorate Downtown did not do as well as last year so a group will be meeting up again this weekend.

2) Economic Restructuring

Emily Panterra (MMS) came to the meeting and they discussed the projects in motion and business succession planning. Two businesses have agreed to be test pilots in Owosso for succession planning.

Ask Owosso lanyards were also seen.

Security Alarm has been sold but we don't know who is moving in yet.

3) Organization

The process of purchasing development accounts for the downtown app has begun which will allow us to offer app development as a service at a discount from the normal set-up fee.

Website and newsletter work plans were reviewed along with planning for Kraus moving in the near future.

4) Promotion

GLOW is going full tilt. December events are being discussed. December 12th will be Ugly Sweater Saturday in coordination with Stretch's Ugly Sweater 5k.

Still looking for a Christmas tree. A proposal had been put to a local bank to purchase an artificial tree that can be grown taller over time. The initial investment would be about \$9,000 for a 20ft tree.

ITEMS OF BUSINESS:

1. CHECK REGISTER APPROVAL.

Adams asked if there was a preference between check number and account number display. Cushman said account and the board agreed. Acton also confirmed that Adams has information on file for miscellaneous checks. This information is in his office.

SEE BOARD PACKET FOR CHECK REGISTER

MOTION BY AUTHORITY MEMBER CUSHMAN, SUPPORTED BY AUTHORITY MEMBER WILES TO APPROVE THE CHECK REGISTER FOR OCTOBER 2015 AS PRESENTED. YEAS ALL. MOTION CARRIED.

2. BUDGET REPORT/BUDGET UPDATES

In general the budget is being better and growing. Adams said or cash flow is getting a lot better. It can be attributed in part to a rising TIFF capture with rising home values. Also, some of the DDA project payments are coming in and fundraising is contributing.

3. FACADE GRANT UPDATE

Grants are back and to move forward. We are limited to 7 this year and approx. 20 businesses were interested, so the process of figuring out who is cash ready to begin facade work begun. There are also a handful of free design services available to do the renderings.

4. UPCOMING SPECIAL MEETINGS

A. Board Retreat – Monday, December 14th from 6pm-8pm in the Wesener

This will be held in Acton's new office on the 3rd floor of the Wesener.

B. Brainstorming Session (tentative)– Wednesday, January 27th: time & location TBD

Planning will still have planning at a committee level, but this will allow them to communicate each other.

PUBLIC / BOARD / STAFF COMMENTS:

There is a person of interest to fill Gonyou's position, but it is not yet official.

MOTION MADE BY WILES, SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO
ADJOURN AT 8:17 AM.
YEAS ALL. MOTION CARRIED.

Alaina Kraus, Secretary

**MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
COUNCIL CHAMBERS, CITY HALL
MONDAY NOVEMBER 23, 2015 – 7:00 P.M.**

CALL TO ORDER: Commissioner Bill Wascher called the meeting to order at 7:04 p.m.

PLEDGE OF ALLEGIANCE: Recited by all present.

ROLL CALL: Roll call was taken by Recording Secretary Denice Grace.

MEMBERS PRESENT: Chairman Bill Wascher, Commissioners Brent Smith, Tom Taylor, Garfield Warren, Michelle Collison and Janae Fear.

MEMBERS ABSENT: Vice-Chair Craig Weaver, Commissioners Frank Livingston and Mike O’Leary.

OTHERS PRESENT: Susan Montenegro, Assistant City Manager and Director of Community Development; Charles Rau, Building Official; Jed Dingsen; Bob Selleck and several property owners regarding the 401 E. Howard Street rezoning.

APPROVAL OF AGENDA:
MOTION BY COMMISSIONER FEAR, SUPPORTED BY COMMISSIONER TAYLOR TO APPROVE THE AGENDA FOR NOVEMBER 23, 2015, WITH THE REMOVAL OF THE ITEM REGARDING THE REZONING OF 820 E. MAIN STREET.
YEAS ALL. MOTION CARRIED.

APPROVAL OF MINUTES:
MOTION BY COMMISSIONER SMITH, SUPPORTED BY COMMISSIONER TAYLOR TO APPROVE THE MINUTES FOR OCTOBER 26, 2015 AS PRESENTED.
YEAS ALL. MOTION CARRIED.

COMMUNICATIONS:

1. Staff memorandum
2. PC minutes for October 26, 2015
3. Rezoning applications for 401 E. Howard Street, 514 Division Street and 515 S. Saginaw Street.
4. Public hearing notices for 401 E. Howard Street, 514 Division Street and 515 S. Saginaw Street.
5. Site plan application for 401 E. Howard Street
6. Site plan staff review for 401 E. Howard Street
7. Section 38-397 of the Owosso ordinance – accessory language for swings

COMMISSIONER/PUBLIC COMMENTS: None

PUBLIC HEARINGS:
1. 401 E. Howard Street rezoning.

Ms. Montenegro gave an overview of the request for rezoning of this parcel. This is a unique situation as the parcel is divided with another parcel running down the middle of it, yet the entire area is used as one lot. The owners, Bob Selleck and Carrie Hoag do not wish to combine the lots at this time. Parcel 050-680-002-003-00 is zoned I-2 while parcel 050-680-001-002-00 is zoned I-1. Setbacks are different for each zoning district and affect the ability to use the space. The applicant asks to rezone parcel 050-680-002-003-00 to I-1.

MOTION BY COMMISSIONER TAYLOR, SUPPORTED BY COMMISSIONER SMITH THAT THE OWOSSO PLANNING COMMISSION HEREBY APPROVES THE REZONING REQUEST FOR 401 E. HOWARD STREET FROM I-2 TO I-1.

YEAS ALL. MOTION CARRIED.

2. 514 Division Street rezoning

Ms. Montenegro explained the request for the rezoning of this parcel. Current zoning setbacks would make it impossible to operate on this lot and I-1 zoning would decrease the setback requirements.

Commissioner Fear questioned if this would create spot zoning since the property to the north of this lot would remain I-2. Ms. Montenegro reminded the commission that rezoning this area was part of the Master Plan and had been discussed earlier this year.

MOTION BY COMMISSIONER TAYLOR, SUPPORTED BY COMMISSIONER SMITH THAT THE OWOSSO PLANNING COMMISSION HEREBY APPROVES THE REZONING REQUEST FOR 514 DIVISION STREET FROM I-2 TO I-1.

YEAS ALL. MOTION CARRIED.

3. 515 S. Saginaw Street rezoning

The commission had no questions on this parcel due to the explanations given for 401 E. Howard and 514 Division Street.

MOTION BY COMMISSIONER TAYLOR, SUPPORTED BY COMMISSIONER SMITH THAT THE OWOSSO PLANNING COMMISSION HEREBY APPROVES THE REZONING REQUEST FOR 515 S. SAGINAW STREET FROM I-2 TO I-1.

YEAS ALL. MOTION CARRIED.

SITE PLAN REVIEW:

1. 401 E. Howard Street.

Jed Dingens presented the site plan for 401 E. Howard Street. Mr. Dingens asked planning commission to consider fencing options for this site along with 514 Division Street and 515 S. Saginaw Street. The site plan for review is only for 401 E. Howard Street. Options for the other two properties were lightly discussed but no determination or rulings were made at this time as they are not part of the original site plan application. The other two properties are separate parcels and will require separate site plan applications and review.

Mr. Dingens explained how the current fencing requirement would inhibit the ability to back trucks into the property for loading and unloading. Rather than placing fencing around the property he suggests using bollards to identify the property lines along the road. A six foot fence will be placed along the residential boarder to the east that abuts 429 E. Howard Street.

MOTION BY COMMISSION SMITH, SUPPORTED BY COMMISSIONER TAYLOR TO APPROVE THE SITE PLAN FOR 401 E. HOWARD STREET WITH THE FOLLOWING CONDITIONS:

- 1. MUST SHOW LOADING, UNLOADING AND STORAGE AREAS.**
- 2. A SIX FOOT FENCE MUST BE INSTALLED ALONG THE RESIDENTIAL PROPERTY ABUTTING 401 E. HOWARD STREET.**
- 3. ADDITIONAL FENCING WILL NOT BE REQUIRED DUE TO THE UNIQUENESS OF THE PROPERTY AND ROAD CONFIGURATION. FIVE (5) BOLLARDS WILL BE PLACED ON THE PROPERTY LINE**

**ALONG DIVISION STREET AND HOWARD STREET AND WILL BE USED AS PROPERTY LINE
DEMARCATON.**

YEAS ALL. MOTION CARRIED.

BUSINESS ITEM:

1. Amending Section 38-379 to add swing sets as an accessory item.

Discussion was held among commission members regarding the insertion of language defining a swing set as an accessory structure and in which yard it can be placed.

**MOTION BY COMMISSIONER WARREN, SUPPORTED BY COMMISSIONER TAYLOR THAT THE OWOSSO
PLANNING COMMISSION RECOMMENDS AMENDING SECTION 38-379 OF THE ZONING ORDINANCE BY
ADDING A NEW SEC. 38-379(3) AS FOLLOWS:**

Sec. 38-379. - Accessory buildings.

Accessory buildings, except as otherwise permitted in this chapter, shall be subject to the following regulations:

- (1) Where the accessory building is structurally attached to a main building, it shall be subject to, and must conform to, all regulations of this chapter applicable to main building.
- (2) Accessory buildings shall not be located in any required yard, except a rear yard.
- (3) Accessory play structures shall not be located in any required yard, except a rear yard.**
- (4) An accessory building shall not occupy more than twenty-five (25) percent of a required rear yard, plus forty (40) percent of any nonrequired rear yard, provided that in no instance shall the accessory building(s) exceed the ground floor area of the main building.
- (5) No detached accessory building shall be located closer than ten (10) feet to any main building nor shall it be located closer than three (3) feet to any side or rear lot line.

In those instances where the rear lot line is coterminous with an alley right-of-way the accessory building shall not be closer than one (1) foot to such rear lot line. In no instance shall an accessory building be located within a dedicated easement right-of-way.

- (6) No detached accessory building in R-1, R-2, RT-1, RM-1, RM-2, OS-1, B-1 and P-1 districts shall exceed one (1) story or fourteen (14) feet in height.

Accessory buildings in all other districts may be constructed to equal the permitted maximum height of structures in said districts, subject to board of appeals review and approval if the building exceeds one (1) story or fourteen (14) feet in height.

- (7) When an accessory building is located on a corner lot, the side lot line of which is substantially a continuation of the front lot line of the lot to its rear, the building shall not project beyond the front yard setback required on the lot in rear of such corner lot. In no instance shall an accessory building be located nearer than nineteen (19) feet to a street right-of-way line.
- (8) On residential lots of less than seventeen thousand five hundred (17,500) square feet, only two (2) accessory buildings shall be permitted. On residential lots seventeen thousand five hundred (17,500) square feet or greater, only three (3) accessory buildings shall be permitted. These limits shall not apply to wind energy systems, satellite dishes, or dog pens.
- (9) All recreational vehicles, boats, snowmobiles, jet skis and comparable devices along with the trailers for these items stored on individual lots shall respect the requirements of this section applicable to accessory buildings, except that side yard storage is permitted against the wall of a principal structure when these items are beneath a legal conforming carport structure or are setback at least three (3) feet from the property line and eleven (11) feet from a principal building of an adjoining parcel. Storage in a

driveway is permitted when the stored item can be placed entirely behind the front wall of the principal structure.

(10) Regulations for dish-type satellite receiving antennae and similar structures (hereinafter referred to as satellite dishes):

a. Ground mounted:

1. In residential districts a satellite dish must be located in the rear yard. If a usable satellite signal cannot be obtained in a rear yard then a side yard location may be selected if all other provisions of this section are able to be enforced.
2. In all commercial and industrial districts, a satellite dish may be located on a rear or side lot if all other conditions of the ordinance can be followed, and if the side yard of the commercial or industrial lot is not adjacent to a residential district or detached single family use.
3. No satellite dish including its concrete base, slab, a similar substructure or projected portion shall be constructed less than eight (8) feet from any property line or easement of the rear or side yard, or be within twenty-five (25) feet from a right-of-way line of a public street.
4. In residential districts no satellite dish shall be constructed without appropriate evergreen landscaping to reasonably conceal said satellite dish from view. The planting shall be completed prior to final approval by the building inspector. Vegetative screening shall not be required where reception of a usable satellite signal would be adversely affected.
5. In residential districts a satellite dish shall not exceed a grade height of fourteen (14) feet. In all other districts the grade height limit is twenty (20) feet.
6. All structural support shall be of corrosion resistant metal.
7. A satellite dish shall be designed to withstand a wind force of seventy-five (75) miles per hour without the use of supporting guy wires.
8. The color of the satellite dish cannot be contrasting with its surroundings or setting. A contrasting color is one that does not blend with the background as defined by the normal senses.
9. In residential districts a satellite dish cannot be used as a sign.
10. The number of satellite dishes over four (4) feet in diameter is limited to one (1) on residential lots under one (1) acre in size.
11. No satellite dish (ground or roof mounted) shall be linked physically or electronically to a receiver which is not located on the same lot, premises, or parcel of land as is the satellite dish.
12. Wiring beneath a satellite dish and receiver shall be installed according to the specifications of the National Electrical Code.
13. A satellite dish must be bonded to a grounding rod.
14. Any driving motor exceeding fifty (50) volt power design shall require an electrical permit.

b. Roof-mounted:

1. In the event that a usable satellite signal cannot be obtained by locating the antennae in the rear or side yard, such antennae may be placed on the roof of a primary or accessory structure.
2. Satellite dishes shall be mounted directly upon the roof of a primary or accessory structure or on a ground anchored pole projecting through an eave of the structure. Satellite dishes shall not be mounted upon appurtenances such as chimneys, trees, or spires.
3. For residential uses, a satellite dish shall not exceed a height of more than three (3) feet above the roof upon which it is mounted.

4. In residential uses, a satellite dish shall not exceed eight (8) feet in diameter.
 5. A satellite dish shall be designed to withstand a wind force of eighty-five (85) miles per hour without the use of supporting guy wires.
 6. Any driving motor exceeding fifty (50) volt power design shall require an electrical permit.
 7. A satellite dish must be bonded to a grounding rod.
- (11)** A small wind energy system shall be an accessory building in all zoning districts subject to the following requirements:
- a. Setbacks and location, as measured from the furthest outward extension of all moving parts.
 1. A STWES shall be set back a distance equal to its total height plus an additional five (5) feet from any occupied building, street or highway right-of-way; any overhead utility lines; all property lines; and any existing guy wire, anchor or small wind energy tower on the property.
 2. A SSWES shall be a minimum of fifteen (15) feet from the property line, public right-of-way, public easement, or overhead utility lines if mounted directly on a roof or other elevated surface of a structure.
 3. A SSWES shall not be affixed to the roof or wall of a structure facing a street.
 4. A STWES shall not be located in any front yard except for properties zoned and used for industrial purposes.
 5. The lowest extension of any blade or other exposed moving component of a WES shall be at least fifteen (15) feet above the ground as well as any outdoor surface intended for human use.
 6. Setbacks may be reduced to not less than twenty (20) feet if the applicant provides a registered engineer's certification that the WES is designed to collapse within a zone smaller than the height of the tower, yet still remain within the owner's property or the applicant acquires an easement to meet the required setback distance.
 - b. Access.
 1. All ground mounted electrical and control equipment shall be labeled and secured to prevent unauthorized access.
 2. The tower shall be designed and installed so as to not provide step bolts or a ladder readily accessible to the public for a minimum height of eight (8) feet above the ground.
 - c. Electrical wires. All electrical wires associated with a small wind energy system, other than wires necessary to connect the wind generator to the wind tower wiring, the wind tower wiring to the disconnect junction box, and the grounding wires shall be located underground.
 - d. Lighting. A wind tower and generator shall not be artificially lighted unless such lighting is required by the Federal Aviation Administration (FAA). Lighting of other parts of the small wind energy systems, such as appurtenant structures, shall be limited to that required for safety purposes, and shall be reasonably shielded from abutting properties.
 - e. Appearance, color, and finish. The wind generator and wind tower shall remain painted or finished the color or finish that was originally applied by the manufacturer.
 - f. Signs. All signs, other than the manufacturer's or installer's identification, appropriate warning signs, or owner identification on a wind generator, wind tower, building, or other structure associated with a small wind energy system visible from any public road shall be prohibited.
 - g. Code compliance. A small wind energy system including wind tower shall comply with all applicable construction and electrical codes.
 - h. Utility notification and interconnection. Small wind energy systems that connect to the electric utility shall comply with the public service commission regulations.

- i. Small wind energy systems may be attached to any building, including guy wires, provided the city approves the submittal of documentation sealed by an engineer licensed by the State of Michigan showing the proposed connection of the system to the structure and whether any additional reinforcing is required. The city may not be found liable for damage caused by noise or vibration created by the system.
- j. Meteorological towers shall be permitted under the same standards, permit requirements, restoration requirements, and permit procedures as a small wind energy system.
- k. Each property is eligible for two (2) small wind energy systems only, except properties of at least one (1) contiguous acre may be allowed one (1) additional system for each additional one-half (½) acre or portion thereof.
- l. A small wind energy system that is out-of-service for a continuous six-month period will be deemed to have been abandoned. The zoning administrator may issue a notice of abandonment to the owner of a small wind energy system that is deemed to have been abandoned. The owner shall have the right to respond in writing to the notice of abandonment setting forth the reasons for operational difficulty and providing a reasonable timetable for corrective action, within thirty (30) days from the date of the notice. The administrator shall withdraw the notice of abandonment and notify the owner that the notice has been withdrawn if the owner provides information that demonstrates the wind energy system has not been abandoned.
- m. If the small wind energy system is determined to be abandoned, the owner of a small wind energy system shall remove the wind generator from the wind tower at the owner's sole expense within ninety (90) days of the date of the notice of abandonment. If the owner fails to remove the wind generator from the wind tower, the administrator may pursue a legal action to have the wind generator removed at the owner's expense.
- o. Noise emanating from a small wind energy system shall not exceed fifty (50) dB(A) as measured from any offsite habitable structure or fifty-five (55) dB(A) to any lot line.
- p. Wind energy systems shall not interfere with communication systems such as radio, telephone, television, satellite, emergency communications, or Wi-Fi.
- q. Shadow flicker created by a STWES shall not exceed thirty (30) hours per year as observed on the windows or outdoor spaces (such as porches, patios, and decks) of any offsite building intended for human habitation or occupation. The zoning administrator may request a study to demonstrate the impact of a WES proposal.
- r. Public inquires and complaints by an aggrieved property owner that alleges that a STWES or SSWES does not meet noise or shadow flicker requirements shall be processed as follows:
 1. The property owner shall notify the city in writing regarding the concerns related to noise and/or shadow flicker.
 2. If the city zoning administrator or engineer deem the complaint sufficient to warrant an investigation, the city will request the aggrieved party to deposit funds in an amount sufficient to pay for a noise level test conducted by a certified acoustic technician and/or a shadow flicker study as performed by a professional.
 3. If the tests(s) show that the WES does not exceed the noise or shadow flicker requirements of this chapter, the city will use the deposit to pay for the test.
 4. If the WES is violating this chapter's noise requirements, the owner(s) shall reimburse the city for the testing and take immediate action to bring the WES into compliance, include ceasing operation of the WES till the violations are corrected. The city will refund the deposit to the aggrieved property owner.

YEAS: CHAIRMAN BILL WASCHER, COMMISSIONERS TAYLOR, WARREN AND COLLISON.

NAYS: COMMISSIONERS FEAR AND SMITH.

MOTION CARRIED.

Chairman Wascher stated that the Section 38-5 of the zoning code should also be updated to define what a play structure is.

MOTION BY COMMISSIONER WARREN, SUPPORTED BY COMMISSIONER TAYLOR THAT THE OWOSSO PLANNING COMMISSION RECOMMENDS THAT SECTION 38-5, DEFINITIONS, SHALL BE AMENDED TO ADD A DEFINITION FOR “PLAY STRUCTURE” AS FOLLOWS:

SECTION 38-5. – DEFINITIONS.

***PLAY STRUCTURE.* A PLAYSTRUCTURE IS DEFINED AS A JUNGLE GYM, SWING SET, SLIDE, PLATFORM OR OTHER SIMILAR UNENCLOSED STRUCTURE OR DEVICE INTENDED FOR THE USE OF CHILDREN’S PLAY.**

YEAS: CHAIRMAN BILL WASCHER, COMMISSIONERS TAYLOR, WARREN AND COLLISON.

NAYS: COMMISSIONERS FEAR AND SMITH.

MOTION CARRIED.

ITEMS OF DISCUSSION: None.

COMMISSIONER/PUBLIC COMMENTS:

The Commissioners asked about the color choices for the building on the corner of M-21 and Hickory Street.

ADJOURNMENT:

MOTION BY COMMISSIONER TAYLOR, SUPPORTED BY COMMISSIONER SMITH TO ADJOURN AT 8:43 P.M. UNTIL THE NEXT MEETING ON DECEMBER 14, 2015.

YEAS ALL, MOTION CARRIED.

Janae Fear, Secretary

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